

EXHIBIT C

Depo-USA V Harry R. Lewis, et al, 97-10052-MLW - Hanry Lewis - 10/16/01

PAGE 1 TO PAGE 147

Apex Reporting (617) 426-3077

CONDENSED TRANSCRIPT AND CONCORDANCE

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Vantage 20666

**APEX Reporting**

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DATE 1/17/02

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DATE	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOJ-USA V Vantage Travel, et al, 97-10052-MLW				
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(1) 1 - 147
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 (4) IN THE UNITED STATES DISTRICT COURT
 (5) FOR THE
 (6) DISTRICT OF MASSACHUSETTS
 (7)
 (8)
 (9) UNITED STATES OF AMERICA)
 EX REL LAURENCE SAKLAD,)
 (10) Plaintiffs,)
 (11) vs) CIVIL ACTION
 (12) HENRY R. LEWIS,) NO 97-10052-MLW
 HARRY MELIKIAN, AND)
 (13) VANTAGE TRAVEL SERVICE, INC.)
 (14) Defendants,)
 (15) vs)
 (16) AMERICAN TRAPSHOOTING)
 HALL OF FAME, ET AL)
 (17))
 Third-Party Defendants.)
 (18)
 (19) THE ORAL DEPOSITION OF HENRY LEWIS,
 (20) held pursuant to Notice, and the applicable provisions of
 (21) the Federal Rules of Civil Procedure, before Marilyn
 (22) Franklin, a Court Reporter and Notary Public in and for the
 (23) Commonwealth of Massachusetts, at the offices of the United
 (24) States Attorney, 1 Courthouse Way, Boston, Massachusetts, on
 (25) Tuesday, October 16, 2001, commencing at 10 20 a.m.

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STIPULATIONS

[1] IT IS HEREBY STIPULATED AND AGREED TO.
 [2] by and between the parties and their
 [3] respective attorneys, that all
 [4] objections, except as to the form of the
 [5] questions, shall be reserved until the
 [6] time of trial, that the filing of the
 [7] deposition be waived; and, that the
 [8] witness may read and sign the deposition
 [9] without any Notary Public being present
 [10]
 [11]
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[1] DEPOSITION
 [2] (10:20:a.m.)
 [3] HENRY LEWIS, having been sworn by a Notary [4]
 Public to tell the truth, the whole truth and nothing [5] but the
 truth, testified upon his oath as follows:
 [6] MR. LEVITT: Brian, before we start, on [7] objections,
 reserved same as Melikian?
 [8] MR. LeCLAIR: Fine.
 [9] EXAMINATION
 [10] BY MR. LEVITT:
 [11] Q Mr. Lewis, my name is Peter Levitt. I'm an [12] Assistant
 United States Attorney. I represent the United [13] States in this
 case. Would you say your name for the [14] record?
 [15] A Henry Lewis, L-E-W-I-S.
 [16] Q How are you employed, Mr. Lewis?
 [17] A I'm the CEO of Vantage.
 [18] Q How long have you been in that position?
 [19] A I'm not sure when my title changed. At one time I [20]
 was the President and CEO.
 [21] Q How long have you been employed by Vantage?
 [22] A Nineteen years.
 [23] Q When you say Vantage, what does that refer to?
 [24] A That refers to a travel and fundraising business, [25] I
 guess that's what you'd say.

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[1] Q Can you identify the corporate entities that [2] you're
 referring to when you say Vantage?
 [3] A I'm sorry. Could you repeat yourself?
 [4] Q Could you identify the corporate entities that you [5]
 refer to when you say Vantage?
 [6] A We have a travel company.
 [7] Q What's that called?
 [8] A Vantage Telex World Travel.
 [9] Q Are there any other companies --
 [10] A I'm sorry, Vantage, I think we call it VDMS, [11] Vantage
 Direct Marketing Services.
 [12] Q Anything else?
 [13] A Not to my knowledge.
 [14] Q What about Vantage Group?
 [15] A Could be. I don't know.
 [16] Q You don't know what?
 [17] A I don't know if that's what the title is.
 [18] Q Do you know if there is a company called Vantage [19]
 Group that you are the CEO of?
 [20] A I call it Vantage, okay. Maybe it's Vantage [21] Group,
 okay. I don't know all the chains or letters or -- [22] the
 organization chart, I guess that's what I'm saying.
 [23] Q What about Vantage Financial Services?
 [24] A I don't know if we used to call ourself that or [25] not. I'm
 not sure.

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[1] Q You don't know if Vantage ever had a company [2]
 called Vantage Financial Services?
 [3] A No, I don't.
 [4] Q What did you do to prepare for this deposition?
 [5] A Brian met me yesterday afternoon.
 [6] Q Did you review any documents?
 [7] A Yes.
 [8] Q What documents did you review?
 [9] A I reviewed a side letter.
 [10] Q Who was the side letter with, what company?
 [11] A I think it was the Texas Grand Lodge. I'm not [12] sure.
 [13] Q What other documents did you review?
 [14] A He showed me a letter from, I think, 1990-1991, [15]
 from the Post Office.
 [16] Q Who was the letter to?
 [17] A It was to me.
 [18] Q Do you recall what the letter was about?
 [19] A It had a list of groups on there, and referring to [20]
 some postal matters.
 [21] Q What postal matters?
 [22] A I don't know.
 [23] Q Did you review the document?
 [24] A Yeah, I looked at the document and -- I did look [25] at
 the document.

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- [1] Q What was it about?
 [2] A As I said, I don't recall.
 [3] Q You don't recall from yesterday what it was about?
 [4] A It was about some - I don't know because it was [5] kind of erroneous information on the letter when I looked at [6] it. That was the first thing I said.
 [7] Q What was erroneous about it?
 [8] A They weren't fundraising groups.
 [9] Q What weren't?
 [10] A The list of associations on the letter.
 [11] Q What did the letter say about those groups?
 [12] A I don't recall. I didn't get into the detail of [13] the letter.
 [14] Q Well, what did it say that you thought was [15] erroneous?
 [16] A As I said, I don't recall. All I know is, when I [17] looked at the letter, they were not fundraising groups.
 [18] Q Did the letter say that they were fundraising [19] groups?
 [20] A I don't recall.
 [21] Q I'm trying to understand. You said that the [22] letter was erroneous. I'm trying to figure out what that [23] was. Can you tell me in detail what was erroneous about the [24] letter?
 [25] A When Brian showed it to me -

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- [1] MR. LeCLAIR: I'm going to instruct the witness [2] not to disclose the content of his conversation with me.
 [3] Q Can you tell me in detail what was erroneous about [4] the letter, without disclosing what your lawyer told you?
 [5] A When I looked at the letter, they were not [6] fundraising group on - inside the content of the letter.
 [7] Q And why do you say that makes the letter [8] erroneous?
 [9] A I don't know.
 [10] Q What other documents did you review?
 [11] A Nothing.
 [12] Q Would you tell me your educational background and [13] work background?
 [14] A My educational background?
 [15] Q Yes.
 [16] A I went to high school in Brookline/Boston area, [17] and I spent six months at the University of Tampa. That's [18] my education. My other background is travel background. I [19] was in the home improvement business for about a year or [20] two. Then I was a salesman.
 [21] Q For who?
 [22] A A company called United Travel Service.
 [23] Q When was that?
 [24] A I think it was probably late '70s.
 [25] Q How long were you there?

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- [1] A Six months, eight months, a year. I don't know. [2] In that time period.
 [3] Q What's the rest of your -
 [4] A Then I became a salesman at a company called [5] Regency Travel. Then I became a salesman at Trans National [6] Travel.
 [7] Q What did you do after that?
 [8] A Started Vantage.
 [9] Q Do you recall what year you started Vantage?
 [10] A Well, I didn't start the original operation. It [11] was run by Sam Rosenberg, if I recall right.
 [12] Q When did you get involved with Vantage?
 [13] A It was January/February '83-'84.
 [14] Q What time period did you work at Trans National?
 [15] A I think it was from '80 to '82-'83.
 [16] Q Did you work at Trans National up to the point [17] when you got involved with Vantage?
 [18] A No. I was out of work.
 [19] Q How long were you out of work?
 [20] A I'm going to say seven, eight, nine months.
 [21] Q What did you do at Trans National?
 [22] A Originally, Trans National bought Regency Travel. [23] So I was working inside of their building in a separate [24] organization. A year and a half after that or a year after [25] that, they disassembled that company, and I went to work as

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- [1] the Sales Manager.
 [2] Q You were a Sales Manager for Trans National?
 [3] A Yes.
 [4] Q What did you do in that capacity?
 [5] A I worked with the salesmen and the administrators.
 [6] Q Did you supervise the salesmen?
 [7] A Some of the times.
 [8] Q Was that part of your job?
 [9] A Some of the times.
 [10] Q What were your other responsibilities?
 [11] A I'd still go on the road myself and sell mostly [12] Shrine people.
 [13] Q What were you selling them?
 [14] A Travel.
 [15] Q Explain what that means?
 [16] A Sell them a package tour.
 [17] Q Explain what that means?
 [18] A Go to a Shriner or a group and offer them our [19] package tours. We were a wholesaler. We had pre-set tours; [20] go out and ask the association or sell the association the [21] concept of working with our company.
 [22] Q When you say the concept of working with your [23] company, what was it that they would do with your company?
 [24] A Well, the opportunity to work with our tour [25] packages.

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[1] Q Can you give me an example of a tour package that [2] you would sell?

[3] A A trip to Switzerland for a week or two weeks, [4] hotel, air, food, optional tours.

[5] Q And you would sell the program to who?

[6] A The leader of the group.

[7] Q And who would the program be for?

[8] A Their membership.

[9] Q Were these for-profit or non-profit companies?

[10] A Excuse me?

[11] Q Were these for-profit or non-profit companies?

[12] A Mostly non-profits.

[13] Q Do you recall during your time at Trans National [14] an investigation by the Postal Service of Trans National?

[15] A No.

[16] Q Can you recall, during your time at Trans [17] National, coming into contact with the term Cooperative Mail [18] Rule?

[19] A No.

[20] Q As part of your duties as a sales manager, were [21] you aware of postal regulations governing travel programs?

[22] A No.

[23] Q During that time at Trans National, did you have [24] any conversations with anyone about postal regulations [25] governing travel programs?

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[1] A No.

[2] Q Was there anyone at Trans National who was [3] responsible for being aware of regulations governing travel [4] programs?

[5] A I wouldn't know.

[6] Q Is there anybody who would know?

[7] A I don't know the answer to that.

[8] Q When you came to Vantage, what position did you [9] come in as?

[10] A The President of the company.

[11] Q And at that time, how many people were in the [12] company, approximately?

[13] A Twenty.

[14] Q How many people are in the company now, [15] approximately?

[16] A A hundred thirty, a hundred and ten. I'm sorry. [17] About a hundred and thirty, I think.

[18] Q What were your duties when you came on as [19] President of Vantage?

[20] A Everything.

[21] Q Tell me everything?

[22] A Just help get the business going. We just started [23] the business, so I'd be involved with a lot of things.

[24] Q When did Sam Rosenberg start the company?

[25] A In October.

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[1] Q October of what year?

[2] A I think it was '83.

[3] Q And you joined it in January or February?

[4] A Yeah.

[5] Q Of?

[6] A The following —

[7] Q Of '84?

[8] A Yes.

[9] Q At that time, what was the name of the company?

[10] A Excuse me?

[11] Q At that time, what was the name of the company?

[12] A I think it was just Vantage at that time.

[13] Q And what business was Vantage in at that time?

[14] A The travel business.

[15] Q Just travel?

[16] A Yes.

[17] Q When did Vantage get into the fundraising [18] business?

[19] A I'm going to say 1990.

[20] Q Well, do you want to think about it? You're not [21] sure?

[22] A I'm not sure. I'd better say I'm not sure.

[23] Q Approximately 1990?

[24] A Yeah.

[25] Q Do you recall, during the 1980s, any investigation

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[1] by the Postal Service of Vantage's, involving Vantage's [2] travel business?

[3] A Yes.

[4] Q Tell me everything you know about that?

[5] A I guess there was some type of ruling that we [6] could no longer mail non-profit mail.

[7] Q What happened?

[8] A We stopped mailing non-profit mail.

[9] Q That was in connection with the travel business?

[10] A Yes.

[11] Q When was that?

[12] A I don't know exactly when that was.

[13] Q Would you say the late '80s? Early '80s?

[14] A I think it was the late '80s.

[15] Q How did you become aware of this ruling?

[16] A I can't recall how I became aware.

[17] Q Do you recall if you were contacted by the Postal [18] Service, or if the company was contacted by the Postal [19] Service?

[20] A I can't recall how we were made aware of it.

[21] Q Did you ever see the rule itself, the ruling? Do [22] you recall that?

[23] A I don't recall if I did or I didn't.

[24] Q Did you have any conversations with anyone at that [25] time about the ruling?

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- [1] A Yes.
 [2] Q Who did you have conversations with?
 [3] A Some attorney.
 [4] Q What was the name of the attorney?
 [5] A If I'm not mistaken, I think it was Walter [6] Wekstein, but I'm not positive.
 [7] Q Was he counsel for Vantage at that time?
 [8] A I assume so.
 [9] Q Do you know where he is today?
 [10] A He's in the Boston vicinity someplace.
 [11] Q Is he still an attorney for Vantage?
 [12] A No. He's retired.
 [13] Q Who else was present for these conversations?
 [14] A I assume Harry was. I'm not sure if he was there [15] or not, but I assume.
 [16] Q By Harry, do you mean Harry Melikian?
 [17] A Yes.
 [18] Q Anyone else?
 [19] A Not that I can recall.
 [20] Q When did Harry Melikian start working at Vantage?
 [21] A I think he's been there for 14 years or 13 years. [22] I'm not positive. It could be 12.
 [23] Q So he started in the late '80s?
 [24] A Yes.
 [25] Q How did he come to work at Vantage?

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- [1] A I don't understand what the question means.
 [2] Q Well, did he apply to work at Vantage? Did you [3] recruit him?
 [4] A We recruited him. I'm sorry.
 [5] Q Where did you recruit him from?
 [6] A An accounting place. I'm not sure which place it [7] was.
 [8] Q What did you recruit him for, what position or [9] what responsibilities generally?
 [10] A Accounting.
 [11] Q By accounting, do you mean strictly accounting, or [12] do you mean financial matters generally?
 [13] A Financial things. Mostly accounting.
 [14] Q Did you know Harry Melikian prior to that time?
 [15] A No.
 [16] Q Did anyone at Vantage know him?
 [17] A Not that I know of.
 [18] Q What was the -- You said that there was a ruling [19] in the late '80s that meant that in your travel business, [20] you could no longer mail at the non-profit rate. Do you [21] recall specifically what the ruling was?
 [22] A No.
 [23] Q How did that affect your business?
 [24] A Are you talking customers?
 [25] Q Generally, how did it affect your business, in

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- [1] whatever way you think it affected your business?
 [2] A It made it -- We had to be more selective in who [3] we did business with.
 [4] Q Why is that?
 [5] A Because of the cost of doing business.
 [6] Q It increased the cost of doing business?
 [7] A Yes.
 [8] Q Why is that?
 [9] A Because you couldn't mail non-profit.
 [10] Q What do you mail in the travel business? What is [11] the mailing that goes at the non-profit or for-profit rate?
 [12] A Excuse me, sir?
 [13] Q What is the mailing that goes at the for-profit or [14] non-profit rate in the travel business?
 [15] A Are you saying what's in the package? There's a [16] brochure, you know, that would describe the trip. There's a [17] letter from somebody, group, organization that would say [18] here's why to go on the trip, and there's a sign-up sheet, [19] you know, an application form.
 [20] Q This is a letter that goes to the members of the [21] organization?
 [22] A Yes.
 [23] Q From the organization?
 [24] A Yes, but it's -- we produce the material, yes.
 [25] Q You produce the material on the organization's

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- [1] letterhead and send it out; is that correct?
 [2] A Yes.
 [3] Q How much more expensive did it make the cost of [4] doing business?
 [5] A I don't recall what the postage rates were in [6] those days.
 [7] Q Was it significant from a business perspective?
 [8] A No.
 [9] Q But it changed your customer list?
 [10] A I'd have to say to a degree, yes.
 [11] Q And when you say you had to be more selective for [12] your customers, what were you looking for? In what way did [13] you become more selective?
 [14] A We needed better affinity groups.
 [15] Q What does that mean?
 [16] A Stronger affinities.
 [17] Q When you say "affinity," what do you mean?
 [18] A Tighter relationship.
 [19] Q Tighter relationship?
 [20] A Yes.
 [21] Q What does the word "affinity" mean?
 [22] A A group or an organization that has a common bond, [23] goal.
 [24] Q Can you give me an example of an affinity group [25] with a tighter bond or goal, the type of group that you

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[1] would want as a result of that change in mailing?
 [2] A Shriners.
 [3] Q Because it has a lot of members and it's a big [4] group?
 [5] A No.
 [6] Q Why is it?
 [7] A Because they have a strong bond, and they travel [8] together well.
 [9] Q So it's more likely that the program will be [10] successful because of that?
 [11] A Yes.
 [12] Q You mentioned getting into the fundraising [13] business in approximately 1990. Who made the decision to go [14] into the fundraising business?
 [15] A We were broached by people from competition. I [16] would say myself.
 [17] Q You say you were, I'm sorry, you were broached [18] by --
 [19] A We were approached by people who were in the [20] business to partake and help them get in the business.
 [21] Q You were approached -- Who were you approached by?
 [22] A A company called Barton & Cotton.
 [23] Q And who were you approached by at Barton-Cotton?
 [24] A I don't recall. One of their salesmen.
 [25] Q And maybe you could explain. I didn't quite get

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[1] what you're saying. A salesman approached you?
 [2] A Not me. Approached my salesmen.
 [3] Q Who were the salesperson from Barton-Cotton who [4] approached Vantage?
 [5] A I can't remember if it was -- which salesman it [6] was. It was numerous --
 [7] Q Was it Larry Lyon?
 [8] A It was numerous salesmen.
 [9] Q Was it Larry Lyon? Do you recall that?
 [10] A I can't recall.
 [11] Q And what was the purpose of this approach?
 [12] A To see if our travel groups would be interested in [13] their fundraising business.
 [14] Q Into going into business with Barton-Cotton?
 [15] A Yes.
 [16] Q What decision did you make in that connection?
 [17] A Originally, I said, yeah. You know, they were [18] going to give us a small commission for doing introductions.
 [19] Q You were going to help Barton-Cotton in its [20] fundraising business?
 [21] A Yes.
 [22] Q And you said yes. Who did you talk to at Barton- [23] Cotton about that?
 [24] A Some of the salesmen there.
 [25] Q You never talked to anyone higher up than the

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[1] sales people?
 [2] A At one time, I think somebody from management was [3] in at Vantage.
 [4] Q Who was that?
 [5] A I have no idea.
 [6] Q Did you have any conversations with anyone from [7] the Riggs family at that time?
 [8] A I have no idea.
 [9] Q So what happened? You decided, at least [10] initially, go to into the fundraising business with Barton- [11] Cotton?
 [12] A No. We were just going to give them some of our [13] leads, you know, our relationships and give it to them, and [14] we'd get a commission for that.
 [15] Q And so, what happened yet, with respect to Vantage [16] and fundraising?
 [17] A My recollection is we decided against that because [18] we had contacted one of their competitors who would give us [19] a better deal.
 [20] Q Who was that?
 [21] A Famous Artists or Famous Studios or Famous Artists [22] Studios. I'm not sure.
 [23] Q Who did you talk to at Famous Artists or Famous [24] Artists Studios?
 [25] A Various people.

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[1] Q Can you remember anyone's name?
 [2] A Charles Simon.
 [3] Q Did you speak with Mr. Simon yourself?
 [4] A I was part of the conversation, yes.
 [5] Q Who else was there for that?
 [6] A I think, Larry.
 [7] Q Larry Lyon?
 [8] A Yeah.
 [9] Q Anyone else?
 [10] A Not to my recollection.
 [11] Q What was the deal with Famous Artists?
 [12] A I don't recall, but I know it was a better deal [13] than we presently had.
 [14] Q And again, it was they would give you some kind of [15] commission in exchange for what, just names of your clients?
 [16] A Names and people we could turn onto their [17] fundraising business.
 [18] Q So it was names of individual contacts among your [19] clients that you thought might be interested in fundraising?
 [20] A Yes.
 [21] Q Do you recall what they paid you for that?
 [22] A No.
 [23] Q So did you then enter into an arrangement with [24] Famous Artists?
 [25] A Yes. I don't know if it was contractual, but

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[1] there was an arrangement.

[2] Q And how long did that arrangement remain in [3] effect?

[4] A I don't recall because they got sold or bought [5] out. Then we had to deal with somebody else. I can't [6] recall if it was Famous Artists or Famous Studios or a [7] conglomerate. But I know something happened. They got [8] bought out or sold out. I'm not sure.

[9] Q After they got bought out or sold out, whatever [10] happened, did you remain working with the subsequent [11] company?

[12] A For a little while, I think. I'll say I don't [13] recall because I don't know exactly how it transpired. For [14] a little while, I would say yes.

[15] Q Give me a sense of how long this arrangement in [16] total was in effect with Famous – you know, from the [17] beginning with Famous Artists to the subsequent company?

[18] Are we talking about ten years? A year? Two years?

[19] A I'd say a year and a half, two years. I'm not – [20] That's a rough –

[21] Q And during that time, what was the extent of the [22] relationship?

[23] A I don't understand what you're saying. I'm sorry.

[24] Q Did the relationship, in terms of what you did [25] with this company, change at all, or was it –

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[1] A Moment to moment, from what I – it was a herky- [2] jerky relationship.

[3] Q What do you mean by that?

[4] A I wasn't paying a lot of attention to it, and it [5] was a herky-jerky relationship. They changed bosses. They [6] changed – You know, it seemed to be a poor communication [7] between both organizations.

[8] Q What I'm asking you is, you said earlier that the [9] business relationship was that you would provide this [10] company with names of potential customers?

[11] A Yes.

[12] Q And that they would pay you something for those?

[13] A Commission.

[14] Q Commission?

[15] A Yes.

[16] Q I'm asking you, did the nature of that business [17] relationship in terms of what was done – what you did, what [18] they did – did that change? Did you do more? Did you do [19] less? That's the question.

[20] A I'm not clear what you're saying, Peter. I'm [21] sorry.

[22] Q You said that the relationship was that they would [23] pay you money, a commission, in exchange for names of your [24] members; is that correct?

[25] A Yes. Yes, I did.

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[1] Q Did that change? Did you do anything more as the [2] relationship went on? Is that the sum and substance of what [3] was done in that relationship, or was more done later?

[4] A I can't answer that question. I'm not sure what [5] you're saying to me. When I say done, that's what we did. [6] We would turn them on to our groups, and they would pay us a [7] commission for doing that. Does that make sense what I'm [8] saying to you?

[9] Q That makes sense. All I'm asking you is whether [10] that may have changed later? Did what you did – did what [11] Vantage did change? Did you, for example, get more involved [12] with working with them on their contracts and working [13] together in terms of selling product?

[14] A We might have made a call with them, if that's [15] what you're asking. Yeah, we might have gone on the road to [16] make a call with them, but I don't know anything about any [17] contracts. Not to my knowledge. Let's put it that way.

[18] Q So in addition to giving them leads, sales people [19] from Vantage went on calls with them occasionally?

[20] A I would assume so, yes.

[21] Q When you say you assume so, do you know whether [22] that happened or not? Is that – was that something that [23] was expected to happen?

[24] A No.

[25] Q Why do you say that you think that happened?

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[1] A Well, the expectation when we talked about it was [2] we would set them up with our group contacts. Do you follow [3] what I'm –

[4] Q I do follow you. And in addition, there might be [5] some personal meetings together at the outset; is that what [6] you're saying?

[7] A Yes. Yes. That's not how it – That's not where [8] we were, though. It was supposed to be here's the group.

[9] Q Why did that relationship stop, that business [10] relationship?

[11] A I think because they got bought out. I'm not 100 [12] percent sure. We weren't satisfied. I'm not 100 percent [13] sure.

[14] Q Now, was Vantage at this time doing its own [15] fundraising? You said that 1990 was the period you said [16] that you were first approached by Barton-Cotton, and then, [17] decided to go with Famous Artists. Was Vantage doing its [18] own fundraising business at this time?

[19] A No. No.

[20] Q Was the company – When was Vantage Studios [21] established?

[22] A I don't recall.

[23] Q What was Vantage Studios?

[24] A I think it was the initial – I'm not sure. I'm [25] going to say I don't know. I'm not sure, but I assume that

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[1] was the initial name we used to go out and sell fundraising.
 [2] I'm not sure.
 [3] Q Who is Richard Jarvis?
 [4] A He was the person he had tried to start the [5] fundraising business.
 [6] Q When did you hire him?
 [7] A 1991, 1992, 1990 - I'm not sure exactly.
 [8] Q So your recollection is that Vantage Studios and [9] the fundraising business was started by Vantage sometime in [10] the period 1990 to 1992?
 [11] A Yes, sir.
 [12] Q You mentioned that Famous Artists was called [13] Famous Artists or Famous Artists Studios. Was Vantage [14] Studios in any way connected with Famous Artist Studios?
 [15] A Only as far as - As I said, I'm not sure of the [16] exact title. So I'm going to - Only as far as soliciting [17] or helping to solicit organizations to sell fundraising [18] products.
 [19] Q Helping Vantage Studios?
 [20] A No, no. Helping Famous Artists, or whatever they [21] called them at that time.
 [22] Q Who made the decision to go into the fundraising [23] business?
 [24] A Well, we were approached, as I said to you, to get [25] in the fundraising business.

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[1] Q Who made the - Okay, you were approached by [2] Famous Artists to go into business with them. Who made the [3] decision -
 [4] A Barton-Cotton.
 [5] Q First Barton-Cotton?
 [6] A I'm sorry, Barton & Cotton. I misled you. It [7] was Barton & Cotton that approached the salesmen.
 [8] Q Right. And then, you made a deal with Famous [9] Artists?
 [10] A Yes.
 [11] Q And who made the decision to - for Vantage itself [12] to go into the fundraising business rather than working with [13] Famous Artists?
 [14] A Myself, I would assume.
 [15] Q And why did you decide to do that?
 [16] A It looked like it could be profitable.
 [17] Q Is that what you learned from working with Famous [18] Artists in their program?
 [19] A Yeah, I would assume so.
 [20] Q Who made the decision to hire Jarvis?
 [21] A I did.
 [22] Q And what was his position?
 [23] A He was to run the division.
 [24] Q And who did he report to?
 [25] A Myself, I assume.

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[1] Q Well, do you have any doubt about that?
 [2] A I wasn't paying attention, but I assume myself.
 [3] Q You were the CEO at that time, or the President?
 [4] A Yes. I'm not sure what title it was.
 [5] Q You were basically running the company; is that [6] correct?
 [7] A Yes.
 [8] Q And he was hired to run the fundraising division?
 [9] A Yes.
 [10] Q Who else was working in the fundraising division [11] at that time?
 [12] A Larry Lyon, and I'm not sure what other cast of [13] people were there.
 [14] Q Larry Lyon was a salesperson at that time?
 [15] A Yes.
 [16] Q Where did you get your initial clients for the [17] fundraising division?
 [18] A I would assume it was some of the clients that we [19] had worked with with Famous Artists.
 [20] Q When you say that, do you mean the same clients [21] that you had recommended to Famous Artists?
 [22] A I would assume so.
 [23] Q Was Famous Artists still in business at that time?
 [24] A Again, I'm not sure how the - As I said, some [25] capital relationship with a buy-out, and the Simons were no

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[1] longer involved with the business. Some kind of buy-out or [2] merger or - I'm not sure how it developed.
 [3] Q And was Vantage involved in that buy-out or [4] merger?
 [5] A No.
 [6] Q Who was Famous Artists bought out by?
 [7] A I'm not sure who.
 [8] Q You don't know if it was Barton-Cotton?
 [9] A I'm not sure.
 [10] Q When that buy-out occurred, did the successor [11] company stop being in the fundraising business?
 [12] A Not originally, no.
 [13] Q Originally, whatever company was the successor [14] company remained in the fundraising business?
 [15] A I think so.
 [16] Q You mentioned earlier Vantage Direct Marketing [17] Services. Was that the successor of company of Vantage [18] Studio with a successor division within Vantage?
 [19] A I'm not sure how it worked, Peter.
 [20] Q Was that a company that also was in the - that [21] was devoted to the fundraising business for Vantage?
 [22] A Could you repeat that again, please? I'm sorry.
 [23] Q Was Vantage Direct Marketing Services a company [24] that was - or a division that was devoted to fundraising?
 [25] A Yes.

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- [1] Q And Vantage Studios also was fundraising; is that [2] correct?
- [3] A As far as I know. I'm not trying to be rude. I [4] don't know.
- [5] Q I'm just trying to get a sense for the history. [6] And Vantage Financial Services, was that - that is also - [7] or that's the current fundraising vehicle, is it not, for [8] Vantage?
- [9] A I'm not sure what the title is.
- [10] Q You know your company is involved in fundraising?
- [11] A Yeah, that I do know.
- [12] Q Who are the officers of Vantage?
- [13] A Myself, and I think Harry. I'm not sure.
- [14] Q Harry Melikian?
- [15] A Yes.
- [16] Q What does that mean, that you're the officers?
- [17] MR. LeCLAIR: Objection.
- [18] Q What are the consequences of that?
- [19] MR. LeCLAIR: Objection.
- [20] Q You can answer the question.
- [21] MR. LeCLAIR: If he can.
- [22] Q Did it affect your pay?
- [23] A Not to my knowledge.
- [24] Q How are you reimbursed?
- [25] A Me personally?

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- [1] Q How are you paid by Vantage? How are you [2] compensated?
- [3] A Salary.
- [4] Q What's your salary?
- [5] A I think my salary is \$400,000 a year.
- [6] Q Are there - Is there stock?
- [7] A Yes.
- [8] Q How much stock do you own?
- [9] A Seventy-some percent. I'm not even sure of the [10] percentile.
- [11] Q Does anyone else own stock? Who else owns stock?
- [12] A A fellow named Sam Rosenberg.
- [13] Q How much stock does he own?
- [14] A Eight or nine percent.
- [15] Q Anyone else?
- [16] A Larry Lyon, eight or nine percent, ten percent. [17] I'm not sure of the exact amount. Karen Broderick.
- [18] Q How much does she own?
- [19] A Three or four percent.
- [20] Q Who is she?
- [21] A She is - was in charge of the Operations [22] Department.
- [23] Q Is she still with the company?
- [24] A Yes, on a part-time basis.
- [25] Q What does she do now?

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- [1] A Helps in Quality.
- [2] Q Quality?
- [3] A Yes.
- [4] Q Can you be more specific in terms of what she [5] does?
- [6] A Make sure the quality of the travel programs, you [7] know, run efficiently.
- [8] Q Does she have anything to do with the fundraising [9] side?
- [10] A No.
- [11] Q When she was in charge of Operations, did she have [12] anything to do with the fundraising?
- [13] A No.
- [14] Q She was purely on the travel side?
- [15] A That's it.
- [16] Q Does anyone else own stock?
- [17] A No.
- [18] Q What's the stock worth?
- [19] MR. LeCLAIR: Objection.
- [20] A I would have no idea.
- [21] Q You have no idea?
- [22] A No.
- [23] Q Are you compensated in any other way?
- [24] A I get a year-end bonus.
- [25] Q What's that based on?

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- [1] A Nothing. No set measurement.
- [2] Q Is it overall performance of the companies under [3] Vantage?
- [4] A Excuse me?
- [5] Q Is it based on the overall performance of the [6] companies that come under the Vantage umbrella?
- [7] A Yes.
- [8] Q Vantage Travel and Vantage fundraising?
- [9] A Yes.
- [10] Q Is there anything else?
- [11] A I'd say no. No.
- [12] Q What was your bonus last year?
- [13] A I think it was two million dollars.
- [14] Q And the year before that?
- [15] A I think it was a million dollars, if I'm not [16] mistaken.
- [17] Q And we're talking about 1999. How about the year [18] before that?
- [19] A I can't recall exactly.
- [20] Q How is Harry Melikian compensated?
- [21] A He has pay.
- [22] Q What's his salary?
- [23] A One eighty-five, if I'm not mistaken.
- [24] MR. DARLING: I'm sorry?
- [25] THE WITNESS: One eighty-five.

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- [1] Q And is he compensated in any other way?
 [2] A He gets a year-end bonus.
 [3] Q What's his bonus based on?
 [4] A No base, just whatever I feel like giving him.
 [5] Q What factors do you take into consideration when [6] you decide Mr. Melikian's bonus?
 [7] A Performance, I guess.
 [8] Q And how do you - what factors do you take into [9] consideration when considering his performance?
 [10] A Profits, loyalty.
 [11] Q Anything else?
 [12] A No.
 [13] Q What do you mean by loyalty?
 [14] A Hard work.
 [15] Q When you say profits, profits of - do you mean [16] profits of the travel side and the fundraising side?
 [17] A Yes.
 [18] Q What was his bonus last year?
 [19] A Forty thousand dollars.
 [20] Q And the year before that?
 [21] A Thirty-five thousand dollars, forty thousand [22] dollars. I'm not exactly sure.
 [23] Q Is his bonus typically in the \$40,000 range?
 [24] A Yes.
 [25] Q Are the Sales people for Vantage, Vantage's

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- [1] fundraising division compensated with a bonus?
 [2] A No.
 [3] Q Sales people of - Are the Sales people strictly [4] salaried?
 [5] A No.
 [6] Q Why don't you explain the compensation scheme for [7] the Sales people for -
 [8] A Commission.
 [9] Q - Vantage's fundraising?
 [10] A It's a commission deal. It's not a - You get [11] paid on a draw against commission.
 [12] Q Can you explain how that works?
 [13] A Based on a salesman's draw, we usually net it out [14] to ten percent of profits.
 [15] Q You say draw. That means they have a base salary; [16] is that correct?
 [17] A Yes.
 [18] Q And explain how the commission part works?
 [19] A A salesman draws \$50,000. He needs to bring in a [20] half a million dollars in net revenue to cover his draw.
 [21] Q And if the sales person does not bring in a half [22] million net revenue, what happens?
 [23] A I'm not - not net revenue. Net profits. I'm [24] sorry.
 [25] Q You say a salesman has to draw - has a draw of

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- [1] 50,000?
 [2] A Yes, sir.
 [3] Q And would need to bring in a half a million net [4] profits to cover the draw?
 [5] A Yes.
 [6] Q What happens if a salesman doesn't bring in a half [7] million net profits?
 [8] A Cut his pay, you can let him go, or you can keep [9] him.
 [10] Q What would you do in that situation?
 [11] A I can't answer the question because I'd have to [12] know, or someone would have to know what is he working on. [13] I mean, there's a lot of variables there.
 [14] Q Has that happened before?
 [15] A Which part?
 [16] Q Has it happened where someone doesn't bring in [17] sufficient net profits to cover the draw?
 [18] A Sure.
 [19] Q And in those circumstances, what have you done?
 [20] A Various. I just gave you my laundry list, a [21] laundry list that I -
 [22] Q On occasion, you have cut pay?
 [23] A Sure.
 [24] Q On occasion, you have terminated for that reason?
 [25] A Yes.

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- [1] Q On occasion, you have kept the person?
 [2] A Yes.
 [3] Q Then how does the commission work?
 [4] A If they get over their allotted net profits, [5] they'd be entitled to some type of additional commission. I [6] don't use the word bonus.
 [7] Q How is that calculated?
 [8] A The same scenario.
 [9] Q Do they get a percentage of the net profits?
 [10] A They would get ten percent. If a salesman did [11] 600,000, he'd be entitled to an additional \$10,000.
 [12] Q What do your sales people typically make in [13] commissions?
 [14] A It's a wide scope.
 [15] Q Why don't you tell me the high numbers and the [16] lower numbers to give me a sense of the range?
 [17] A Some salesmen have started at a base pay of [18] \$40,000, \$35,000, and some sales people start at a base pay [19] at \$150,000.
 [20] Q And that's based on prior performance? Time with [21] the company?
 [22] A What they have on a piece of paper. You know, [23] what they can bring to the party. Does that make sense?
 [24] Q That means how much work they have produced in [25] the [25] past?

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- [1] A In the past, or maybe they've come from another [2] company, you know.
- [3] Q That's just the base pay?
- [4] A Yeah.
- [5] Q Can you tell me the range in terms of commissions [6] that are paid out to salesmen?
- [7] A It could range from five thousand dollars to a [8] hundred thousand dollars.
- [9] Q Is 100K the high number, or is it sometimes more [10] than that?
- [11] A I'm not sure. I - I'm not sure of the exact [12] figures.
- [13] Q Tell me what the - how Vantage's fundraising [14] operation works?
- [15] A They go out and call on groups.
- [16] Q Can you be more specific than that?
- [17] A They set up appointments to call on groups.
- [18] Q And how are they fundraising? How does the [19] fundraising work?
- [20] A You act as a - I'm not sure the exact detail of [21] how it works myself, but the bottom line is, they go out and [22] solicit a group to do some type of product-induced package [23] to their members.
- [24] Q And are these primarily non-profits, the groups?
- [25] A Yes.

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- [1] Q Tell me how the business works? This is a [2] profitable business, I take it?
- [3] MR. LeCLAIR: Objection.
- [4] Q Is this a profitable business?
- [5] A Yes.
- [6] Q What were Vantage's fundraising division's profits [7] last year?
- [8] A Without collections, I'd be guessing. I think [9] it's about two million dollars, a little better than two [10] million dollars.
- [11] Q Net profits?
- [12] A I don't know how many receivables we had going [13] into fall owing. Yeah, so there's a little - I don't know [14] how they do - how we do the bookkeeping, okay.
- [15] Q What does the two million represent?
- [16] A Pre-tax dollars. Is that what you're asking?
- [17] Q So a sales person goes out and gets a not-for- [18] profit company to do business with Vantage, selling - to do [19] fundraising. Describe how that relationship works, what [20] Vantage does?
- [21] A We put together the creative materials, the [22] product - products, package them, put them all together, [23] you know, assemble them, and have them produced and [24] marketed.
- [25] Q Have them produced and marketed?

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- [1] A Yeah. You know, printed.
- [2] Q Who does that?
- [3] A We have various mail houses and printers. I'm not [4] sure which one. I wouldn't know.
- [5] Q Vantage contracts it out?
- [6] A Yes.
- [7] Q The printing?
- [8] A Yes.
- [9] Q How about the marketing?
- [10] A Could be. It's all - It's not produced at [11] Vantage. When I say the marketing, if there's a creative [12] package, then it's produced at - either with the [13] organization and Vantage or with a consultant and Vantage.
- [14] Q By marketing, you mean what's actually in the -
- [15] A Components.
- [16] Q The components of what's being sent out?
- [17] A Yes, sir.
- [18] Q And you said products. What sort of products?
- [19] A Mostly labels and cards, some calendars. Some [20] pins even. I'm sorry.
- [21] Q Labels, cards, pins?
- [22] A Pins.
- [23] Q Can you describe what these items might be?
- [24] A A little pin, you know, like a pin that would go [25] up here with the group or organization's logo or code or,

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- [1] you know, a Knights of Columbus pin, or whatever, Knights of [2] Columbus, K of C pin.
- [3] Q And the cards?
- [4] A Cards would be like a pack of greeting cards.
- [5] Q How would the - Tell me more about how the [6] program would work, how the - what Vantage would do? You [7] said they would put together the mailing?
- [8] A Yeah.
- [9] Q Then what happens next?
- [10] A It would go to either their own caging [11] operation - Is that what you're saying?
- [12] Q I'm asking you. I mean, how does the process [13] work? Vantage is in the business of doing fundraising for [14] non-profits, correct?
- [15] A Yes.
- [16] Q I'm asking you about how the business operates?
- [17] A Solicit the group; put together all the [18] components. We would do the mailing. We would be working [19] with an affiliate caging operation that would collect the [20] donations. Then after a certain time period - and again, [21] it varies - we would do a, it's known as a reminder, 'you [22] haven't made your donation, you know, please donate now. [23] Same scenario. We'd assemble the package, have it mailed [24] out to people who haven't donated off the original program; [25] ask for another type of solicitation. Money would then

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[1] be - go to the same caging operation. And that form would
 [2] usually go two times, where there would be one reminder;
 [3] then there would be a second reminder to go to the [4]
 organization.
 [5] Q When you say "caging operation," is this a company [6]
 that Vantage would contract with?
 [7] A Yes, or the group could have their own caging [8]
 operation. I mean, it's -
 [9] Q Either way?
 [10] A Either way.
 [11] Q And a caging operation is just a company that acts [12]
 as a repository for the donations that come in?
 [13] A Yes.
 [14] Q Where would that money go, the donations that come
 [15] into the caging operation? What would the caging
 operation [16] do with the money?
 [17] A It would go into, I think, a escrow account. I'm [18] not
 sure, to be honest with you. I think it's an escrow [19] account.
 [20] Q An escrow account at the caging company?
 [21] A Yes.
 [22] Q And what would happen to that money? It doesn't [23]
 just stay in the caging account, does it?
 [24] A No. Eventually, it would pay our contracted [25] amount,
 and the group would keep the balance.

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[1] Q When you say "pay our contracted amount," what do
 [2] you mean?
 [3] A Whatever we contracted with the association.
 [4] Q Tell me about the contracts with the association, [5]
 with the non-profits, how do those - how would those work?
 [6] A Meaning?
 [7] Q How were the contracts structured in terms of the [8]
 payments?
 [9] A I wouldn't know.
 [10] Q You don't know how the contracts were structured?
 [11] A No.
 [12] Q Who is responsible for the contracts?
 [13] A In what time period?
 [14] Q Well, let's say 1995 to the present?
 [15] A It would be an array of people that were [16]
 responsible for it.
 [17] Q Who are those people?
 [18] A John Fiebbe, Dallas Graves. I'm not sure of the [19]
 order. Victoria James, Tom Ferrara, Dick Jarvis. I'm not [20]
 sure. There was a cast of them.
 [21] Q All these individual people could do whatever type [22]
 of contract they wanted?
 [23] A I would say - I'm not sure any kind of contract [24] they
 wanted, but they were in charge of doing contracts.
 [25] Q Who would review the contracts? Who would ensure

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[1] that they were uniform?
 [2] A Which time period?
 [3] Q In 1995 to the present.
 [4] A It would fall into their bailiwick with the [5] salesmen.
 [6] Q So the salesmen an these individuals could do [7]
 whatever sort of contract they wanted, any sort of financial [8]
 arrangements?
 [9] A No. We gave them standard - I mean, we had [10]
 talked about - Let's put it this way. There would be some [11]
 type of standardization between a bulk agreement, a non- [12]
 profit agreement, what's workable in Canada.
 [13] Q Who would make those decisions?
 [14] A As I said, most of the decisions were made by [15]
 John. I'm sure Harry would have some involvement with that.
 [16] Q Now, you just said that you gave them standard [17]
 contracts. Who was responsible for the language of the [18]
 standard contracts?
 [19] A Who was responsible? As I said, whoever was [20]
 running the division at that time.
 [21] Q And you said that they did not have, those people [22]
 did not have complete discretion about what sort of contract
 [23] they drafted?
 [24] A I said the salesmen don't.
 [25] Q So the individuals who were running the division

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[1] could draft whatever sort of contract they wanted?
 [2] A I would assume not but, I mean - I would assume [3]
 not. That wouldn't make good business sense.
 [4] Q No. So what I'm asking is, who was responsible [5] for
 ensuring that that didn't happen?
 [6] A I would assume, Harry.
 [7] Q What was Harry's role during this period? Harry [8]
 Melikian we're referring to?
 [9] A Yes.
 [10] Q What was his role at that time? We're talking [11] 1995
 to present.
 [12] A He's in charge of Finance.
 [13] Q Do you know - You said there would be different [14]
 contracts for non-profit or bulk, correct?
 [15] A Yeah.
 [16] Q What's the difference in the contracts?
 [17] A I wouldn't know.
 [18] Q How do you know they're different?
 [19] A I assume they are.
 [20] Q Why?
 [21] A Because one's non-profit and one's bulk, and one's [22]
 in Canada. I mean, there's Canadian contracts, too.
 [23] Q Why do you think that those contracts would be any
 [24] different?
 [25] A I have no idea.

Vantage 20679

BSA

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XMAX(13)

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- [1] Q Well, you said it. I'm asking you why?
- [2] A Well, just hearing it, non-profit and bulk, right?
- [3] Q Hearing it from who?
- [4] A Non-profit and bulk. The terms and conditions, I [5] assume, are different.
- [6] Q Do you know that there -- Do you know if there are [7] any regulations that govern non-profit mailings versus bulk [8] mail mailings?
- [9] A Do I know it or do I assume it?
- [10] Q Do you know if there are any regulations that [11] govern --
- [12] A I assume there are, yes.
- [13] Q You assume there are?
- [14] A I assume there are, yes.
- [15] Q What's that assumption based on?
- [16] A Conversation.
- [17] Q With who?
- [18] A With whoever in my office.
- [19] Q No, no. I'm not asking whoever. I'm asking who?
- [20] A Don't know. As I said, I didn't have an incident, [21] I think it was in the late '80s, with my travel division. [22] And there's a difference between non-profit status and bulk [23] status.
- [24] Q And that is based on regulations?
- [25] A Yes, I assume. Yes.

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- [1] Q Who at Vantage was responsible for ensuring that [2] contracts were legal?
- [3] MR. LeCLAIR: Objection.
- [4] A I wouldn't know.
- [5] Q Do you know if anybody at Vantage was responsible [6] for ensuring that contracts complied with applicable [7] regulations?
- [8] MR. LeCLAIR: Objection.
- [9] A Could you repeat that? I'm sorry.
- [10] Q Do you know if anybody at Vantage was responsible [11] for ensuring that contracts complied with applicable [12] regulations?
- [13] MR. LeCLAIR: Objection.
- [14] A No.
- [15] Q You don't know if anybody was responsible for [16] doing that?
- [17] A No. I just assumed that they were.
- [18] Q You just assumed that the contracts complied?
- [19] A Yes. Yes.
- [20] Q Did you ever make any effort to determine if, in [21] fact, the contracts complied with regulations?
- [22] A The answer is yes to that.
- [23] Q What did you do?
- [24] A I went to the Sales people. And I don't know when [25] this is, but I assume after you notified us, or somebody

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- [1] notified us that they weren't in compliance.
- [2] Q You're saying that in connection with this [3] lawsuit?
- [4] A Yes, sir.
- [5] Q And what did you do when you were informed of that [6] in connection with this lawsuit?
- [7] A I spoke to my attorney at the time, which I don't [8] know which one it was. I'm not trying to be rude. And we [9] needed to do some type of compliance that we weren't doing.
- [10] Q And what did you do to come into compliance?
- [11] A Change the agreements.
- [12] Q How did you change them?
- [13] A I don't know.
- [14] Q Who changed them?
- [15] A I assume the attorney did, with whoever was the [16] acting boss at that time and Harry. My assumption.
- [17] Q You weren't involved in that process at all?
- [18] A No, I was involved with the process of making sure [19] that whatever was being done, that we stopped doing that.
- [20] That I was.
- [21] Q And what was it that you were doing that you [22] stopped?
- [23] A Contractual issues that we were doing improperly.
- [24] Q What were those contractual issues?
- [25] A I don't know all the detail, Peter.

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- [1] Q Did you delegate this responsibility?
- [2] A I would assume so, yes.
- [3] Q When you say you assume so, did you or didn't you?
- [4] A Well, I was in a room with an attorney and Harry [5] and whoever was the acting boss at that time to make sure [6] whatever we were doing, we stopped.
- [7] Q Since you don't -- you say you don't know even [8] what that was, I'm asking you, who did you, as CEO make [9] responsible to ensure --
- [10] A The attorney, Harry, and whoever the acting boss [11] was at that time.
- [12] Q When you say "acting boss" --
- [13] A Whoever the manager of the division was at the [14] time.
- [15] Q Manager of the fundraising division?
- [16] A Yes, sir.
- [17] Q Who is the current manager of the fundraising [18] division?
- [19] A A gentleman named Brian Nohle.
- [20] Q Could you spell the last name?
- [21] A N-O-H-L-E, I think it is, but I can get you the -- [22] I'm not sure that's the right spelling.
- [23] Q What is his title?
- [24] A I don't know the exact title. I don't want to [25] guess.

Vantage 20680

BSA

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XMAX(14)

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- [1] Q Who is the -- I mean, you used the term manager of [2] the fundraising division?
- [3] A Yes, sir.
- [4] Q Who was the manager of the fundraising division [5] before Brian Nohle?
- [6] A A fellow named Peter Demakis.
- [7] Q Who was the manager of the fundraising division [8] prior to that?
- [9] A I don't know. It was a woman. I'm not sure of [10] her name. I think about it. I'll tell you what her name [11] was.
- [12] Q It was a woman?
- [13] A Yes.
- [14] Q When was Dallas Graves manager of the fundraising [15] division?
- [16] A '94, '93, '95.
- [17] Q Prior to your being apprised in 1997 that there [18] was a problem with the contracts in the fundraising, prior [19] to that time, were you aware that there were postal [20] regulations governing the use of non-profit mails?
- [21] A I'd say yes.
- [22] Q And what were you aware of, what regulations?
- [23] A I wouldn't know what they were.
- [24] Q Why do you say you were aware of them?
- [25] A I told you, in the travel scenario.

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- [1] Q From travel experience you were aware there were [2] postal regulations governing non-profit?
- [3] A Yes, sir.
- [4] Q Prior to 1997, did you do anything to determine [5] how those regulations might apply to your fundraising [6] contracts?
- [7] A No, sir.
- [8] Q To your knowledge, did anyone at Vantage do [9] anything to determine whether those regulations applied to [10] Vantage's fundraising contracts?
- [11] A I can't answer the question.
- [12] Q Did anyone at Vantage, prior to 1997, ever talk to [13] you about regulations that might govern fundraising [14] contracts?
- [15] A I can't answer the question. I can't recall. I [16] said I had the conversation with somebody in the travel [17] business in the late '80s.
- [18] Q Do you remember any conversations prior to that [19] concerning regulations that governed non-profit mailing?
- [20] A No.
- [21] Q Did you ever ask anyone at Vantage to evaluate [22] the -- what effect, if any, the non-profit regulations had [23] on Vantage's contracts?
- [24] A I don't recall if I did or I didn't.
- [25] Q Well, if you did, who would you ask to do that --

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- [2] MR. LeCLAIR: Objection.
- [3] Q -- prior to 1997?
- [4] A I would assume I'd ask the manager of the [5] division.
- [6] Q Did you ever arrange for any training of any of [7] your employees about the regulations governing non-profit [8] mailings?
- [9] A Not to my recollection. I don't recall.
- [10] Q Well, you don't recall whether you paid any third [11] party to come in and talk to your employees?
- [12] A I don't recall.
- [13] Q You say you don't recall. Is that because it [14] didn't happen?
- [15] A I say it because I don't recall if I did or I [16] didn't.
- [17] Q Do you think you might have?
- [18] A No.
- [19] Q Are you familiar with the term Cooperative Mail [20] Rule?
- [21] A Yes, I am.
- [22] Q When is the first time you became familiar with [23] that term?
- [24] A I'm not sure when.
- [25] Q Were you familiar with it prior to the events

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- [1] surrounding this lawsuit in 1997?
- [2] A Not to my knowledge.
- [3] Q You have an understanding of what the Cooperative [4] Mail Rule is?
- [5] A No, I don't.
- [6] Q Have you made any efforts to determine what the [7] Cooperative Mail Rule is?
- [8] A Excuse me?
- [9] Q Have you made any efforts to determine what the [10] Cooperative Mail Rule is?
- [11] A No.
- [12] Q Is there anyone at your company now that is [13] responsible for compliance issues?
- [14] MR. LeCLAIR: Objection.
- [15] A I assume, after the conversation I had four or [16] five years ago, that we made sure everything was in [17] compliance.
- [18] Q Who did that?
- [19] A As I said, the attorney. I'm not sure which one [20] it was at that time; Harry; whoever the General Manager was [21] at that time, or the VP.
- [22] Q Did those individuals report to you about [23] compliance issues?
- [24] A Excuse me. I'm sorry, Peter.
- [25] Q Did those individuals report to you about

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- [1] compliance issues?
 [2] A Yes.
 [3] Q What did they report to you?
 [4] MR. LeCLAIR: I'm going to instruct the witness [5] not to disclose conversations with his attorneys.
 [6] Q What did those individuals report to you, [7] excluding your attorney?
 [8] A That there were issues with our agreements.
 [9] Q And what else?
 [10] A That's what they told me.
 [11] Q Did they report on whether those issues were [12] resolved?
 [13] A Yeah, they were resolved.
 [14] Q They told you that the issues were resolved?
 [15] A Yes.
 [16] Q Did they tell you how they were resolved?
 [17] A Yes.
 [18] Q How? What did they say?
 [19] A I guess there was an issue with side letters.
 [20] Q What was the issue?
 [21] A Some of the salesmen were using side letters.
 [22] Q What did they tell you about the side letters?
 [23] A They shouldn't be using them.
 [24] Q Did they tell you why?
 [25] A Yes.

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- [1] Q Why?
 [2] A Because it was a form of violating the Coopera - [3] What was your terminology, corporate mailings or non-profit [4] mailings.
 [5] Q Did they tell you why they violated the [6] Cooperative Mail Rule?
 [7] A No.
 [8] Q Did you ask?
 [9] A No.
 [10] Q Did you do anything to determine why these side [11] letters violated the Cooperative Mail Rule?
 [12] A Could you repeat that, Peter?
 [13] Q Did you do anything to determine why these letters [14] violated the Cooperative Mail Rule?
 [15] A Yes.
 [16] Q What did you do?
 [17] A I asked - I mean, the competition was doing the [18] same type of thing. So I asked why, and they told me, just [19] like I said, it's not the right thing to be using side [20] letters, period.
 [21] Q Okay, that's a conclusion. Did they tell you [22] why -
 [23] A No.
 [24] Q My question is this. I'm going to ask this [25] question again.

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- [1] A I'm sorry.
 [2] Q Did you do anything to determine why the side [3] letters violated the Cooperative Mail Rule?
 [4] A Well, I understood you weren't supposed to be [5] using them, as I stated. We weren't supposed to be using [6] side letters. That was my understanding.
 [7] Q Why weren't you supposed to be using side letters? [8] What was your understanding as to --
 [9] A It was in violation of the agreement. I'm not [10] sure, Peter, okay.
 [11] Q You've said that you understood --
 [12] A Violation of Cooperative Mailing.
 [13] Q What was it about the side letters - What was [14] your understanding as to what was it about the side letters [15] that violated the Cooperative Mail Rule?
 [16] A With due respect - I'm sorry.
 [17] Q Specifically, what do you mean by that?
 [18] A By releasing someone with a side letter, there's [19] no risk on the part of the organization.
 [20] Q There's no risk on the part of who?
 [21] A The organization.
 [22] Q The non-profit?
 [23] A The non-profit.
 [24] Q Did you do anything - Let me strike that. Do you [25] know where these - who drafted the side letters?

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- [1] A No.
 [2] Q Did you do anything to find out who drafted side [3] letters?
 [4] A No.
 [5] Q Did you ask anyone else to find out where the side [6] letters came from?
 [7] A No.
 [8] Q Were you aware, prior to 1997, that side letters [9] were being used?
 [10] A Yes.
 [11] Q When did you become aware of that?
 [12] A I don't know. I can't recall.
 [13] Q What were you aware? In what circumstances were [14] you aware of the side letters being used?
 [15] A I was aware that the competition was giving people [16] financial guarantees. That's what I was aware of.
 [17] Q Okay. I asked you under what circumstances you [18] were aware of the side letters being used by Vantage?
 [19] A I can't - I don't recall under what [20] circumstances.
 [21] Q You said that you were aware of the side letters [22] being used prior to 1997; is that correct?
 [23] A Yes.
 [24] Q Tell me a specific instance in which you were [25] aware of a side letter being used?

Vantage 20682

BSA

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XMAX(16)

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- [1] A I – As I said to you, I was aware of it, but I [2] don't recall under what circumstances I was aware of it, [3] what brought it to my attention. I think that's what you're [4] asking me.
- [5] Q Did you ever question anyone about why side [6] letters were used?
- [7] A Yes.
- [8] Q Who did you question?
- [9] A The manager of the division.
- [10] Q Who was that?
- [11] A I can't tell you which one.
- [12] Q Do you remember a conversation with a manager of [13] the division about the side letters?
- [14] A Yes.
- [15] Q Tell me the conversation?
- [16] A I can't recall the exact conversation.
- [17] Q Well, tell me what you can remember about the [18] conversation?
- [19] A That he informed em that there were some side [20] letters, and I told him to stop it.
- [21] Q When was this?
- [22] A I don't recall the exact time.
- [23] Q Was this prior to the investigation in '97?
- [24] A Yes.
- [25] Q Was this in the early '90s?

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- [1] A I can't recall.
- [2] Q Do you recall where the conversation was?
- [3] A No.
- [4] Q You recall it was a manager – it was with a [5] manager of the division?
- [6] A Yes.
- [7] Q Was there anybody else present for that [8] conversation?
- [9] A I can't recall.
- [10] Q Was this person a woman or a man?
- [11] A It had to have been a man.
- [12] Q Why do you say it had to be a man?
- [13] A Because I don't think I hired a woman executive [14] for that division until late '90s.
- [15] Q Was that Lynn Edwards you hired in the late '90s?
- [16] A Yes. Lynn Edmonds, thank you. That's the – That [17] was the woman's name, but I'd forgotten it.
- [18] Q She was the manager of the division between Peter [19] Demakis and Dallas Graves?
- [20] A No, there were a few others.
- [21] Q In between those two?
- [22] A Yes, sir.
- [23] Q Do you recall if that conversation was with Dallas [24] Graves?
- [25] A I can't recall who it was with.

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- [1] Q Who were the other managers – When I asked you [2] earlier about the managers in the fundraising division, you [3] mentioned Brian Nohle, Peter Demakis. Now, we've determined [4] Lynn Edmonds and Dallas Graves. Who was the –
- [5] A There was a Tom Ferrara.
- [6] Q How do you spell the last name?
- [7] A I'm sorry. I don't know.
- [8] Q Can you say it again?
- [9] A Tom Ferrara.
- [10] Q Who else?
- [11] A John Flebbe.
- [12] Q Can you spell that?
- [13] A I'm sorry. I can't. I'm not sure how can spell [14] it. And there was another woman out of New York. I can't [15] think of her name that was in there.
- [16] Q Prior to Lynn Edmonds?
- [17] A Yes.
- [18] Q I thought you just said you handed hired a woman [19] until the '90s?
- [20] A No, the late '90s, I said.
- [21] A So there was a woman also in the late '90s?
- [22] A Yes.
- [23] Q You don't remember her name?
- [24] A No, I'm sorry I don't.
- [25] Q Any others that you remember?

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- [1] A No.
- [2] Q Do you recall the circumstances under which this [3] person, this manager of the division told you about the wide [4] seller?
- [5] A No.
- [6] Q Do you recall why you told this person to stop [7] using them?
- [8] A No.
- [9] Q Did you see a side letter at that point?
- [10] A I don't recall.
- [11] Q What was your concern about the side letter?
- [12] A I had a lot of concerns about it.
- [13] Q Tell me those concerns?
- [14] A I didn't think it was a sales issue. I don't [15] think you needed to use a side letter.
- [16] Q What do you mean?
- [17] A Well, it's not necessary to use a side letter to [18] sell the deal, this deal.
- [19] Q Did you tell the person that the side letter [20] should – the language should go right in the contract?
- [21] A No.
- [22] Q What did you tell the person?
- [23] A I think it was a proven group.
- [24] Q What do you mean?
- [25] A A group with a track record.

Vantage 20683

BSA

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XMAX(17)

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- [1] Q So why does that matter?
- [2] A I just felt it wasn't necessary to give anybody a [3] side letter.
- [4] Q Why would it not be necessary to give a proven [5] group with a track record a side letter?
- [6] A Because the organization would know their results [7] from past history.
- [8] Q Why was that important?
- [9] A They know how much money they're going to make.
- [10] Q Again, why is that important? Why does that mean [11] they don't need a side letter?
- [12] A Because it's a proven track record of how much [13] money they're going to make.
- [14] Q I'm going to ask you again. I don't understand [15] why that means they don't need a side letter?
- [16] A I gave you my answer, Peter.
- [17] MR. LeCLAIR: Peter, if he doesn't have a [18] different answer, he can't help the fact he doesn't have a [19] different answer. Why don't you move on to another [20] question?
- [21] MR. LEVITT: Thank you very much, Brian. I [22] appreciate your input. It's very helpful.
- [23] Q You've testified that you told - that you [24] didn't - you said you didn't - you told this person he [25] didn't need the side letter because the group was a proven

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- [1] group, had a proven track record. What was the purpose of [2] the side letter in that respect?
- [3] MR. LeCLAIR: Objection.
- [4] A It was like, as I've stated before.
- [5] Q Could you remind me?
- [6] A It was a risk - a non-liability risk by using the [7] side letter. I believe that's what I stated before.
- [8] Q The side letter took away the risk for the [9] organization?
- [10] A Yes.
- [11] Q And ensured that they would have no liability?
- [12] A Yes.
- [13] Q And so, if the company had a proven track record [14] of making money, that wouldn't be a concern because they [15] wouldn't have a risk anyways; is that the point?
- [16] A Yes.
- [17] Q Do you recall whether you - there were any other [18] occasions where you found out about side letters being used?
- [19] A No.
- [20] Q Did you do anything to ensure, after this one [21] incident, that side letters were not being used?
- [22] A Did I ensure it?
- [23] Q Did you do anything to make sure, after that one [24] incident that side letters were no longer being used?
- [25] A No.

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- [1] Q Did you talk to any of the other Sales people and [2] say, for example, that side letters should not be used?
- [3] A I don't recall. I think I did.
- [4] Q You think you did?
- [5] A Yeah.
- [6] Q So you did do something to make sure that side [7] letters were not -
- [8] A You said ensure. That's not what I said. That's [9] what you said.
- [10] Q Did you communicate to any of the other sales [11] people after this one incident that they should no longer [12] use side letters?
- [13] A I don't think so.
- [14] Q Did you communicate anything to any of the other [15] Sales people after this one incident about side letters?
- [16] A No.
- [17] Q You didn't talk to any of the other Sales people?
- [18] A I always talk to some of the Sales people.
- [19] Q You didn't talk to any of the other Sales people [20] about the side letters after this incident?
- [21] A Not to my knowledge.
- [22] Q Did you ask anyone at Vantage to discuss with any [23] of the Sales people the usage of side letters after this [24] incident?
- [25] A I don't recall if I did or I didn't.

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- [1] Q Were you concerned about other Sales people using [2] side letters after you found out about this one incident?
- [3] A No.
- [4] Q Why not?
- [5] A I just wasn't at the time.
- [6] Q Did you think that it was going on with other [7] Sales people?
- [8] A I wasn't sure if it was or it wasn't.
- [9] Q Did you do anything to find out if it was?
- [10] A No.
- [11] Q You mentioned - When I asked you if you had [12] concerns about the side letter in this one incident, you [13] said that you had numerous concerns. Can you tell me what [14] the rest of those concerns were?
- [15] A Well, my concern was my business.
- [16] Q What about your business?
- [17] A That the competition was guaranteeing funds to [18] customers, all our competitors.
- [19] Q And when did you first learn about that?
- [20] A I'd be guessing. I wouldn't know, Peter.
- [21] Q Would you say it was the early '90s or late '90s?
- [22] A I'd say it's the early '90s.
- [23] Q Who did you learn was among your competitors that [24] were giving guarantees?
- [25] A All of them.

Vantage 20684

BSA

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XMAX(18)

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- [1] Q Who were your competitors?
- [2] A Barton & Cotton, Finn Marketing. Those are the [3] two big competitors. And I don't know if Famous Artists was [4] still in business then or not, Peter.
- [5] Q How did you hear about this?
- [6] A You know, documentation or salesmen's [7] conversation. People new they were guaranteeing people [8] money.
- [9] Q When you say salesmen's conversation, does that [10] mean your sales people talking to potential clients, and the [11] clients would say, 'Well' —
- [12] A Yes, sir.
- [13] Q Let me —
- [14] A That's right. What you said was right.
- [15] Q I know. I hadn't finished. And just for the [16] record —
- [17] A I'm sorry.
- [18] Q That's okay. And the client would say, 'Well, [19] Barton-Cotton is guaranteeing us \$50,000,' for example?
- [20] A Yes.
- [21] Q That's how you — one of the ways that you learned [22] about this?
- [23] A Yes.
- [24] Q What was your response?
- [25] A My personal response?

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- [1] Q Well, what was your response as the CEO of [2] Vantage?
- [3] A I don't recall what my response was.
- [4] Q You said you were concerned about —
- [5] A Well, it concerned me.
- [6] Q — concerned about the business?
- [7] A How do you stay in business if people are making [8] guarantees?
- [9] Q If they're making guarantees and you're not, how [10] do you stay in business?
- [11] A Yes.
- [12] Q So what did you do?
- [13] A I assume we kind of followed suit.
- [14] MR. DARLING: I'm sorry, sir?
- [15] THE WITNESS: I assume we followed suit.
- [16] Q You said, 'I assume we followed suit.' Do you [17] know whether you followed suit or not?
- [18] A I assume we followed suit. The answer is yes.
- [19] Q You do know?
- [20] A Yes.
- [21] Q You did follow suit?
- [22] A Yes.
- [23] Q How did you follow suit? What did you do?
- [24] A I don't know all the details, but I assume we [25] followed suit.

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- [1] Q Well —
- [2] A I assume that's where these side letters came [3] from.
- [4] Q You assume, or do you know that to be the case?
- [5] A I assume.
- [6] Q Why are you using the word "assume"?
- [7] A Because it never came as a, 'Hank Lewis says.'
- [8] Q What do you mean?
- [9] A That that was our policy. It was not a policy, [10] okay.
- [11] Q You never told your Sales people to do that?
- [12] A Yes.
- [13] Q But you know they did it?
- [14] A Some of them, yes.
- [15] Q When did you first become aware that they were [16] doing this, using the side letters?
- [17] A I don't recall.
- [18] Q Was it prior to this investigation of '97, this [19] lawsuit in '97?
- [20] A Excuse me?
- [21] Q Was it prior to this lawsuit in '97 that you first [22] became aware that —
- [23] A I've already said yes to that.
- [24] Q You've said that one incident?
- [25] A Yes.

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- [1] Q Is there any other incident you recall in which [2] you became aware of side letters being used?
- [3] A No.
- [4] Q You said again that — previously that you were [5] concerned when you found out about the side letters being [6] used, and you said you had numerous concerns. Have you told [7] me all of your concerns? Did you have other concerns?
- [8] A No. No, Peter.
- [9] Q No, you haven't told me, or no, you didn't have [10] any more?
- [11] A No, I didn't have any more.
- [12] Q And you said your concern was the business because [13] your competitors were giving financial guarantees?
- [14] A Yes, sir.
- [15] Q Now, a side letter gave a financial guarantee —
- [16] MR. LeCLAIR: Objection.
- [17] Q — is that correct?
- [18] A No.
- [19] Q You said earlier removed the risk. If you told [20] your employee not to use the side letter, were you then [21] concerned about the business?
- [22] A Excuse me, Peter?
- [23] Q Let me see if I can ask this is a way that makes [24] sense. Were you concerned that if you told your employee [25] not to use the side letter, that Vantage would be at a

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XMAX(19)

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[1] competitive disadvantage?
 [2] A Could you say that again? I'm sorry.
 [3] Q Were you concerned that if you told your employee [4] not to use the side letter, that Vantage would be at a [5] competitive disadvantage?
 [6] A I assume so.
 [7] Q You assume you were concerned about that?
 [8] A I definitely was concerned about it.
 [9] Q What did you do to address that concern?
 [10] A Nothing.
 [11] Q Do you know —
 [12] THE WITNESS: Can I have another glass of water? [13] That's what I do know.
 [14] MR. LEVITT: We're going to break in 20 minutes. [15] Can you wait?
 [16] THE WITNESS: Okay.
 [17] MR. LEVITT: Do you want to take a — We can take [18] a short break now. Do you want to take a break?
 [19] THE WITNESS: Do you mind? Two minutes.
 [20] MR. LEVITT: We'll take a quick break now.
 [21] (Off the Record.)
 [22] (Whereupon, at 12:14 p.m., the deposition was [23] recessed, to be reconvened this same day.)

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[1] (1:19 p.m.)
 [2] A F T E R N O O N S E S S I O N
 [3] EXAMINATION (cont.)
 [4] MR. LEVITT: Back on the record.
 [5] BY MR. LEVITT:
 [6] Q Mr. Lewis, at some point, did you take over [7] responsibility for reviewing contracts from Harry Melikian?
 [8] A No.
 [9] Q That never happened?
 [10] A No.
 [11] Q You mentioned the relationship, the business [12] relationship you had with Famous Artists, that Vantage had [13] with Famous Artists, correct?
 [14] A Yes.
 [15] Q I'm sure I asked you this, but maybe you could [16] refresh my recollection. When was that?
 [17] A '90, '89. I'm not sure.
 [18] Q In that general time period?
 [19] A It might have been '88. I don't know. I'm not [20] sure.
 [21] Q You were — had questions, I think, about the name [22] of Famous Artists and what it was actually called. Does the [23] name Famous Hospitality Corporation ring a bell?
 [24] A No.
 [25] Q You remember it as Famous Artists?

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[1] A Yes.
 [2] Q I may have asked you this, as well. Do you recall [3] if the transaction you were referring to was a sale of the [4] Famous Artists division to Barton-Cotton in 1993? Does that [5] ring a bell?
 [6] A No.
 [7] Q Can you tell me the names of all the people at [8] Famous Artists that you had any contact with?
 [9] A Charles Simon. And there was another guy, and I [10] did meet his father once. I don't know what his name was.
 [11] Q The father of Charles Simon?
 [12] A Yeah. There was a Dad someplace. Then there was [13] another guy. And then, there was another guy from [14] Tennessee.
 [15] Q Does the name Bev Howard ring a bell?
 [16] A Excuse me, sir?
 [17] Q Does the name Bev Howard ring a bell?
 [18] A No.
 [19] Q Again, you may have testified to this point, but [20] do you recall how long the relationship between Vantage and [21] Famous Artists took place?
 [22] A I think it was a year, a year and a half, in that [23] vicinity. I'm not 100 percent sure.
 [24] Q Do you know if there was any contractual documents [25] in that connection?

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[1] A No.
 [2] Q You don't know if there were or weren't?
 [3] A Were or weren't, I don't know.
 [4] Q It may have been oral; it may have been in [5] writing. You're not sure?
 [6] A I'm not sure.
 [7] Q Do you have a sense of how lucrative the program [8] was for Vantage?
 [9] A No.
 [10] Q Were you aware that Famous Artists was [11] investigated by the Postal Service for violations of the [12] Cooperative Mail Rule in the early 1990s?
 [13] A No.
 [14] Q Did you, at any point, have any discussions with [15] anyone at Famous Artists about any problems they were having [16] using their non-profit — using the non-profit rates?
 [17] A No.
 [18] Q Who were the clients that you referred to Famous [19] Artists?
 [20] A I wouldn't know.
 [21] Q You don't remember?
 [22] A No.
 [23] Q Were you trying to target a particular type of [24] client for Famous Artists?
 [25] A No.

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- [1] Q Let me explain what I ---
 [2] A I'm sorry. Go ahead.
 [3] Q Let me explain what I mean by that. You referred [4] earlier to Imperial Shrine as ---
 [5] A Yes.
 [6] Q --- a client who had a strong --- I can't remember [7] the term you used --- a strong base, a strong ---
 [8] A Affinity.
 [9] Q --- affinity membership. Is that the right way to [10] say it?
 [11] A Yes, sir.
 [12] Q And my question about Famous Artists is were you [13] trying to refer those type of clients to Famous Artists?
 [14] A I would assume so. I mean, I don't have a list of [15] the clients, Peter.
 [16] Q No, I understand you don't remember. I'm asking [17] you, though, what the thinking was at the time in terms of [18] the types of clients you would refer to Famous Artists. For [19] example, would you refer them to your smaller clients that [20] had a very small member base, or would you refer them to [21] your larger clients that had a larger membership base and [22] many branches?
 [23] A I can't recall who we referred, but I assume it's [24] clients. I don't have a list.
 [25] Q Who at Vantage was responsible for that activity,

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- [1] referring the clients to Famous Artists?
 [2] A I would assume whoever the general manager is and [3] the sales people.
 [4] Q Do you know who the general manager was at that [5] time?
 [6] A No.
 [7] Q Was Mr. Melikian involved in that?
 [8] A Not to my knowledge.
 [9] Q Did you have any conversations with anyone at [10] Famous Artists about the Cooperative Mail Rule?
 [11] A No.
 [12] Q Was part of your practice at Vantage to attend [13] sales meetings?
 [14] A Mine?
 [15] Q Yes.
 [16] A Sometimes.
 [17] Q How often were sales meetings held?
 [18] A Usually quarterly.
 [19] Q Would you typically attend those?
 [20] A Sometimes, yeah.
 [21] Q Who ran the sales meetings?
 [22] A What time period?
 [23] Q Well, is there a title of a person that generally [24] would have run the sales meetings?
 [25] A No. It could vary.

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- [1] Q Well, in the period 1995 to the present, who ran [2] the sales meetings?
 [3] A I could have run them. Jay Gelb could have run [4] them. The manager of the division could have run them. [5] Various people could have run them.
 [6] Q What would that depend on, whether you would run [7] it or Jay Gelb would run it or the manager would run it?
 [8] A It depended who was going to run it. I mean, [9] there was no set format of who was going to run it.
 [10] Q Well, who would make the decision as to who would [11] run it?
 [12] A I would assume it would be between myself or the [13] sales manager or the division head.
 [14] Q Was Jay Gelb a sales manager or division head?
 [15] A At one time, yes. A few times, yes.
 [16] Q Would Mr. Melikian typically attend these sales [17] meetings?
 [18] A Very rarely.
 [19] Q What happened at the sales meetings?
 [20] A We would discuss how to put together sales [21] materials, how to sell, how to go on the road.
 [22] Q So it would it be sort of a training for sales [23] people?
 [24] A It could be.
 [25] Q Could be? Was it sometimes?

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- [1] A Could be.
 [2] Q Well, I don't know what you mean when you say [3] "could be"?
 [4] A Well, the agenda would vary.
 [5] Q Are you saying sometimes, there would be training, [6] and sometimes, not?
 [7] A Yes, I would say that's fair.
 [8] Q What other types of items were on the agenda?
 [9] A Time management. We'd have people come in and [10] train from the outside.
 [11] Q About how the sales people should manage their [12] time?
 [13] A Yes.
 [14] Q What else?
 [15] A New products.
 [16] Q Give me an example of what you mean by that?
 [17] A Instead of a trip to Spain, we're going to [18] Istanbul.
 [19] Q Let me focus your attention on the fundraising [20] division, okay.
 [21] A Okay.
 [22] Q Were there sales meetings that involved just [23] travel or just fundraising?
 [24] A Yes.
 [25] Q I'm going to ask about the fundraising.

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- [1] A Okay, I'm sorry.
 [2] Q That's okay. I'm going to ask you the same [3] questions because I'm not sure what you were referring to. [4] Were there sales meetings of just the fundraising group?
 [5] A Yes.
 [6] Q How often were those?
 [7] A Quarterly.
 [8] Q Who would run those?
 [9] A The same. Same answer as before.
 [10] Q What would be on the agenda, some of the agenda [11] items? I understand it would vary by meeting, but some of [12] the agenda items that would be discussed at sales meetings?
 [13] A Road trips, conventions, in-house visits, sales [14] paraphernalia, telephone reports, time management.
 [15] Q Was this to train the sales people about these [16] issues?
 [17] A Train them?
 [18] Q Remind them?
 [19] A Remind them? Okay, I think that's a good [20] terminology.
 [21] Q And would you sometimes hire outside consultants [22] to come in?
 [23] A Yes.
 [24] Q Was that typical?
 [25] A Yeah.

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- [1] Q How long would the meetings last, typically or [2] generally?
 [3] A Four or five hours.
 [4] Q Where did they usually take place?
 [5] A Various locations.
 [6] Q Would you have them on site at Vantage, or would [7] you go somewhere nice?
 [8] A Either/or.
 [9] Q Did you also discuss performance issues at these [10] meetings?
 [11] A Very rarely, I think.
 [12] Q What would you say was sort of the prime purpose [13] of these meetings?
 [14] A Training.
 [15] Q Did you at these meetings ever discuss issues [16] involving postal rates?
 [17] A No.
 [18] Q Did you ever discuss issues involving regulations [19] governing the use of non-profit mails?
 [20] A No.
 [21] Q Did you ever discuss the Cooperative Mail Rule?
 [22] A No, not to my recollection. Let's put it that [23] way.
 [24] Q When a new salesperson came to Vantage on the [25] fundraising side, how would that person be trained when they

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- [1] first came to Vantage?
 [2] A A sales person would usually do the training.
 [3] Q Another sales person?
 [4] A Somebody in - Yes.
 [5] Q Would that entail taking that person out on the [6] road?
 [7] A It could.
 [8] Q Does that mean sometimes, it did and sometimes it [9] didn't?
 [10] A It could, yeah.
 [11] Q What other forms of training were there?
 [12] A I would assume they showed them how to make a [13] telephone appointment.
 [14] Q When you say you assume, does that mean you don't [15] know?
 [16] A I don't know.
 [17] Q Tell me about the training of new sales people [18] that you know of?
 [19] A They would be taken into a - given a team, [20] somebody that would be a buddy. Does that make sense?
 [21] Q Yes.
 [22] A That's how they get trained.
 [23] Q So it was primarily from another sales person?
 [24] A Yes.
 [25] Q Are you aware of any other training?

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- [1] A No.
 [2] Q You mentioned earlier that at some point, you [3] became aware that your competitors were offering guarantees [4] to their non-profit clients. Do you recall that?
 [5] A Yes.
 [6] Q Do you recall when that was when you first became [7] aware of that?
 [8] A No.
 [9] Q Did you have any discussions with Harry Melikian [10] about that issue?
 [11] A Excuse me?
 [12] Q Did you have discussions with Harry Melikian about [13] that issue?
 [14] A I assume I did.
 [15] Q Again, do you remember?
 [16] A No.
 [17] Q Why do you say you assume you did?
 [18] A I assume that would be a topic of conversation.
 [19] Q Is that because your respective roles in the [20] company?
 [21] A Yes.
 [22] Q Was talking about that sort of issue part of the [23] practice or procedure of the company, how you operated?
 [24] MR. LeCLAIR: Objection.
 [25] A I can't answer that.

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- [1] Q Did Vantage offer its clients guarantees?
- [2] A Are you talking in side letters? Is that what [3] you're saying to me?
- [4] Q In any way.
- [5] A I think the answer is yes.
- [6] Q What sort of guarantees did Vantage offer its [7] clients?
- [8] A I don't know.
- [9] Q Let me repeat the question in this way. When you [10] say that Vantage offered its - offered guarantees to [11] clients, I'm referring to non-profit clients. Is that the [12] way you understood the question?
- [13] A No.
- [14] Q Let me ask it again then. Did Vantage offer [15] guarantees to non-profit clients in its fundraising?
- [16] A I'm not sure. I'm not sure if they were for [17] profit or bulk or non-profit.
- [18] Q Your understanding is that there were guarantees [19] given, but you're not sure about the identity of the client?
- [20] A Yes.
- [21] Q Were you personally involved in any of those [22] guarantees?
- [23] A Not to my knowledge.
- [24] Q Were you personally involved in informing clients [25] that they would have no liability? I'm talking about non

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- [1] profit clients, informing clients that they would have no [2] liability if they ran a program with Vantage?
- [3] A Me?
- [4] Q Yes.
- [5] A No.
- [6] Q You never signed a letter in that respect?
- [7] A I'm told I did, but it wasn't a practice.
- [8] Q When you say you were told you did, what do you [9] mean?
- [10] A I saw a letter yesterday. I don't know.
- [11] Q Are you saying that you don't recall signing that [12] letter?
- [13] A It wasn't my signature.
- [14] Q Do you think that somebody signed that letter - [15] Well, let me rephrase the question. Were you aware that [16] that letter had gone out with your signature on it?
- [17] A No.
- [18] Q Was there anyone at Vantage that was authorized to [19] sign your signature?
- [20] A No.
- [21] Q Do you remember what client that letter dealt [22] with?
- [23] A I thought it was the Grand Lodge in Texas [24] yesterday.
- [25] MR. LEVITT: I'm going to show you a document.

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- [1] This will be - Actually, I'm going to show you two [2] documents, Exhibit 1a and Exhibit 1b. The program agreement [3] will be 1a; the letter will be 1b.
- [4] (The referred to documents were [5] marked for identification as [6] Exhibits No. 1a and 1b, [7] respectively.)
- [8] BY MR. LEVITT:
- [9] Q I'd ask you to take a look at - I'm going to show [10] you a program agreement. It's DOJ 01214, dated October 27, [11] 1995. That's Exhibit 1a. And then, a letter, DOJ 01206, [12] dated October 27, 1995. I'd ask you to take a look at the [13] letter first?
- [14] A This one here, Peter?
- [15] Q No. The letter, Exhibit 1b, and ask if that's the [16] letter that you're referring to?
- [17] A Yes.
- [18] Q And your testimony is that that's not your [19] signature?
- [20] A That's my testimony.
- [21] Q Do you know who Rosemary Swetland is?
- [22] A No.
- [23] Q Did you have any dealings with the Grand Chapter [24] of Texas, Order of the Eastern Star in 1995?
- [25] A Me personally?

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- [1] Q Yes.
- [2] A No.
- [3] Q Do you know if they were a client?
- [4] A I assume they were by this letter.
- [5] Q You don't know, other than having seen this [6] letter, whether they were a client?
- [7] A At this time?
- [8] Q Yes.
- [9] A No.
- [10] Q Do you know who the -
- [11] A Can I put this down now, Peter?
- [12] Q Yeah, you can put it down. Did anybody at Vantage [13] have authority to sign your signature?
- [14] A No.
- [15] Q Are you aware of anyone at any other time signing [16] your signature at Vantage?
- [17] A No.
- [18] Q I'd ask you to take a look at Exhibit 1a, on Page [19] 6. Is that your signature?
- [20] A I'm sorry, Peter. Which one is Page 6? No.
- [21] Q Do you recognize the initials to the right of your [22] name?
- [23] A No.
- [24] Q Directing your attention to Exhibit 1a -
- [25] A This one here? Is this what you're saying?

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- [1] Q That's what I'm referring to on Exhibit 1b. Do [2] you recognize those initials?
- [3] A No.
- [4] Q Turning back to the letter, Exhibit 1b, do you [5] recognize the initials next to that letter?
- [6] A No.
- [7] Q Have you ever seen Fred Chandler's initials [8] before?
- [9] A No.
- [10] Q Did you ever have occasion where someone at [11] Vantage would sign your name and initial it?
- [12] A No.
- [13] Q Were sales people at Vantage authorized to sign [14] your name and initial it?
- [15] A No.
- [16] Q In October 1995 -
- [17] THE WITNESS: May I look at this?
- [18] MR. LEVITT: You can do as you please.
- [19] Q In October 1995, who was responsible for reviewing [20] changes to contracts on behalf of the fundraising unit of [21] Vantage?
- [22] A I don't know.
- [23] Q Do you know who - Do you know the position that [24] typically held that responsibility?
- [25] A Whoever was the manager of the division.

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- [1] Q And what's that based on?
- [2] A That's how we did it.
- [3] Q That's your understanding as to how things [4] operated?
- [5] A Yes.
- [6] Q Was it your understanding that Mr. Melikian was - [7] ever had responsibility for reviewing changes to contracts?
- [8] A Say that again, please?
- [9] Q Was it your - Is it your understanding that Mr. [10] Melikian ever had responsibility for reviewing changes to [11] program agreements in the fundraising division?
- [12] A I would assume that he helped out.
- [13] Q What is that assumption based on?
- [14] A Harry stuck his hands in a lot of pies. But the [15] bottom line is, it would go to the - the way the procedure [16] is supposed to work, the department head would be [17] responsible for the contract going out and signing for the [18] contract.
- [19] Q Were you aware that there was a policy or practice [20] when changes were made to the standard program agreement, [21] that there was a different policy or practice when changes [22] were made to the standard program agreement?
- [23] A No.
- [24] Q Were you aware that there was a standard program [25] agreement?

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- [1] A Yes.
- [2] Q I'd ask you to take a look at Exhibit 1a again - [3] or 1b. You can take a look at both of them - the program [4] agreement.
- [5] A Which is?
- [6] Q Which is 1a. It says "Program Agreement" at the [7] top.
- [8] A Okay.
- [9] Q Is that the standard program agreement?
- [10] A I wouldn't know.
- [11] Q How do you know there was a standard program [12] agreement?
- [13] A How do I know? Because we had some kind of [14] templates done, and that was a standard. I wouldn't know if [15] this is the standard or it's been changed. I wouldn't know.
- [16] Q Were you familiar with the substance and terms of [17] the program agreements?
- [18] A No.
- [19] Q You referred earlier to finding out that one of [20] your salespeople was using side letters. Do you recall [21] that?
- [22] A Yes.
- [23] Q Taking a look at Exhibit 1b, is that the type of [24] side letter that you're referring to?
- [25] A I wouldn't know.

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- [1] Q Did you know at that time what was contained in [2] the side letters?
- [3] A At which time, Peter? I'm sorry.
- [4] Q When you learned from one of your employees - you [5] learned that one of your employees was using side letters.
- [6] A Yes.
- [7] Q You knew what was in the side letters?
- [8] A No.
- [9] Q What did you know about the side letters?
- [10] A Just that it was a release.
- [11] Q A release for the non-profit?
- [12] A No. A release from liability.
- [13] Q For the non-profit?
- [14] A Yes.
- [15] Q At that time, when that happened, did that [16] employee show you one of the side letters?
- [17] A Not to my recollection.
- [18] Q Your recollection - What is your recollection [19] with respect to how that information was given to you?
- [20] A Either someone showed it to me or someone told me.
- [21] Q Do you recall - You can move those if you like?
- [22] A Do you want me to keep them there? Whatever you [23] want me to do.
- [24] Q Do you recall that Vantage was investigated in [25] 1990 by the Postal Service?

Vantage 20690

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- [1] A I don't recall it. He showed me something [2] yesterday, I think it was.
- [3] Q Other than what -- Other than information you [4] reviewed with your attorney, do you remember any issue in [5] 1990 having to do with the Postal Service and Vantage?
- [6] A No.
- [7] MR. LEVITT: I'd ask you to take a look at a [8] letter. It will be Exhibit 2, DOJ 10811, dated October 25, [9] 1990.
- [10] (The referred to document was [11] marked for identification as [12] Exhibits No. 2.)
- [13] BY MR. LEVITT:
- [14] Q Do you recall this letter?
- [15] A Yes.
- [16] Q What do you recall about this letter?
- [17] A That Brian showed it to me yesterday.
- [18] Q Do you recall seeing it prior to yesterday?
- [19] A No.
- [20] Q Who is Walter Wekstein?
- [21] A That was an attorney of mine, the man I said that [22] was retired.
- [23] Q That's in 1990, he was your attorney?
- [24] A I assume so.
- [25] Q Do you recall the name -- the initials are here --

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- [1] H.E. Seweryn?
- [2] A No.
- [3] Q Do you recall that name now?
- [4] A No, sir.
- [5] Q Do you recall the name Helen Seweryn?
- [6] A No.
- [7] Q Do you recall any conversations with any postal [8] employees in 1990?
- [9] A No.
- [10] Q Do you remember -- Do you recall any conversations [11] with any postal employees in 1991?
- [12] A No.
- [13] Q This letter says -- the first sentence reads, "The [14] investigation into the misuse of special bulk rate mailing [15] privileges to make cooperative mailings between non-profit [16] organization and your company requires that additional [17] documents be furnished by your firm." [18] Can you recall any investigation involving [19] cooperative mailings?
- [20] A Yes.
- [21] Q What investigation do you recall?
- [22] A In the travel business. I told you that this [23] morning.
- [24] Q For Trans National?
- [25] A No, no. For Vantage.

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- [1] Q And when was that?
- [2] A The late '80s.
- [3] Q Is this the letter that you were referring to when [4] you said it had erroneous information in it?
- [5] A It looked like erroneous information to me.
- [6] Q What's erroneous about this letter?
- [7] A These are travel customers, most of them. That's [8] what I -- When I looked at this letter, it had not -- when [9] he showed it to me yesterday, I don't know what relevance it [10] had here. So that's the first thing I said. I'm not a [11] lawyer. I'm not a judge, or anything.
- [12] Q What's erroneous about some of these being travel [13] customers?
- [14] A Because I assumed we were mailing these bulk. [15] That was my assumption when I saw this yesterday.
- [16] Q Because your assumption was that you had changed [17] because of the prior investigation?
- [18] A Yes, sir.
- [19] MR. LEVITT: I'm going to show you another [20] document. This will be Exhibit 3. I'm sorry, Brian. I [21] only have one extra copy of that. This is DOJ 10971. It's [22] a letter, dated November 16, 1990.
- [23] (The referred to document was [24] marked for identification as [25] Exhibits No. 3.)

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- [1] BY MR. LEVITT:
- [2] Q Do you recall seeing this letter before?
- [3] A No.
- [4] Q It refers to -- The letter refers to Henry Lewis, [5] President, Vantage Financial Services. Were you President [6] of Vantage Financial Services in 1990?
- [7] A I don't know what my title was.
- [8] Q Was Vantage Financial Services in the fundraising [9] business?
- [10] A I can't answer that honestly. I don't know what [11] the exact title was. So I don't want to say yes to [12] something I'm not sure of.
- [13] Q Well, you testified that Vantage Travel Services [14] was in the travel business?
- [15] A Yes.
- [16] Q Did you have any other company that was involved [17] in anything but the fundraising business?
- [18] A Yes.
- [19] Q What?
- [20] A Credit cards.
- [21] Q What company was that?
- [22] A We would market credit cards. So I'm not sure if [23] that's the name or not the name. I'm guessing.
- [24] Q When did you stop marketing -- or actually, when [25] did you start and when did you stop marketing credit cards?

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[1] A I think we started in '86. We were still [2] receiving some revenues. I'm not sure how long we lasted, [3] but we actively marketed for over a year. And then, we [4] brokered some business out.

[5] Q So you started in '86 and stopped a year later?

[6] A No. We still brokered some business out. And I [7] don't know the exact times. So I don't want to say one [8] thing when I'm not sure of the answer.

[9] Q You testified earlier that Richard Jarvis was [10] hired to be President of the fundraising unit; is that [11] correct?

[12] A Yes.

[13] Q Again, this letter in the first paragraph refers [14] to - states, "Review of the contractual information shows [15] that mailings made in conjunction with your organization's [16] programs in non-profit groups were cooperative in nature." [17] Do you recall being aware of that in 1990?

[18] A I would assume yes to that.

[19] Q Why do you say you're assuming?

[20] A Because I'm trying to get my placement of time, to [21] be honest with you, Peter, when the travel incident was in [22] the late '80s, or was it this late. I'm not - I'm a [23] little - not sure what time period that is. Does that make [24] sense to you?

[25] MR. LEVITT: Let me see if I can refresh your

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[1] recollection. I'm going to show you another document, [2] Exhibit 4.

[3] THE WITNESS: Should I move these?

[4] MR. LEVITT: You can put these on top of here, if [5] you'd like. And this is a letter and an attachment. The [6] letter is from Richard Jarvis, and it's dated September 13, [7] 1991. It's DOJ 10858. It's the same document we discussed [8] with Melikian. Take a look at it.

[9] (The referred to document was [10] marked for identification as [11] Exhibits No. 4.)

[12] BY MR. LEVITT:

[13] Q I'd ask you to take a look at this letter. Do you [14] recall seeing this letter before?

[15] A No.

[16] Q This letter states, "These have been reviewed by [17] our counsel to be concurrent with postal regulations [18] regarding cooperative mailings. Please note Paragraph [19] 6(c)." Do you recall, during this time period, an issue [20] with respect to making contracts concurrent with postal [21] regulations regarding cooperative mailings?

[22] A No.

[23] Q I ask you to look at the contracts that are [24] attached here, the first one for the Ohio Scottish Right. [25] There's one with the New York State Council Knights of

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[1] Columbus. There's one with the Knights of Columbus [2] Charities. There's one with the Michigan Scottish Right, [3] and with the Indiana State Elks Association. There's one [4] with the Independent Telephone Pioneer Association.

[5] Do you recall whether these clients were clients [6] of your fundraising division?

[7] A I would assume by this paperwork, they are.

[8] Q Well, why don't you take a look at the paperwork [9] entirely and see if you can do more than assume?

[10] A They must be, okay.

[11] Q Did you have any knowledge of this - of these [12] contracts being sent out to the Postal Service?

[13] A No.

[14] Q Does this assist you in resolving your confusion [15] about whether these letters that I showed you involved the [16] fundraising business?

[17] A I would assume from what I just saw that it's [18] replying to the fundraising business.

[19] Q Did you ever have any conversations with Richard [20] Jarvis about any issues involving the Postal Service and [21] postal regulations?

[22] A No.

[23] Q During this time period, who was Richard Jarvis [24] reporting to?

[25] A Me.

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[1] Q When did Richard Jarvis leave the company?

[2] A I don't know the exact time period.

[3] Q One of these letters refers to Richard Jarvis as [4] General Manager, and one refers to him as President. Do you [5] have a recollection of what his title was?

[6] A No.

[7] Q Was it your practice to closely monitor what Mr. [8] Jarvis was doing?

[9] A No.

[10] Q How would you describe your practice vis a vis [11] monitoring Mr. Jarvis's activities?

[12] A We had no standardization whatsoever in those [13] days.

[14] Q I understand if you had no standardization, but [15] how would you describe your relationship with Mr. Jarvis in [16] terms of overseeing his work?

[17] A Shaky at best.

[18] Q Why do you say that?

[19] A Because of the results. He did get a lot of good [20] results for the business that he -

[21] Q The company didn't do well?

[22] A No, no.

[23] Q I'm trying to get a feel for your management [24] relationship with Mr. Jarvis. Did you meet with him often?

[25] A No.

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[1] Q When I say "meet," I mean to discuss business, the [2] business of the fundraising. Do you understand what I mean [3] when I say that?

[4] A Yes.

[5] Q How often would you say that you met with him to [6] discuss business issues?

[7] A Monthly.

[8] Q And would you talk on the phone during that time [9] or not?

[10] A I didn't spend much time. Very little time of [11] mine was spent.

[12] Q What were you focusing on at this time?

[13] A The travel business.

[14] THE WITNESS: Can I move this, Peter?

[15] MR. LEVITT: Sure. You can -- whenever you're [16] done with these, you can put them in the middle. Right here [17] in the middle is fine.

[18] Q On the fundraising side, were there any times when [19] you would be called in to assist in making a deal with a [20] non-profit?

[21] A Me personally?

[22] Q Yes.

[23] A Not to my recollection.

[24] Q And to be clear what I'm asking, I'm saying before [25] a contract is signed, a salesperson is negotiating the

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[1] terms, whether you were ever called in, in any way, to [2] assist in getting the deal done. That's what I mean by that [3] question.

[4] A With a client? I'm confused.

[5] Q Okay, let me try to explain it. A situation where [6] a salesperson is trying to negotiate a contract with a [7] client, either a new client or an old client that they're [8] trying to re-op, the salesperson is trying to re-op.

[9] A I don't think I've ever been on a call in the [10] fundraising business to sell fundraising.

[11] Q Never on a phone call, or never on a personal [12] visit?

[13] A On a personal visit. I've never been on the road.

[14] Q Did you ever meet with any of the non-profit [15] clients in your offices at Vantage?

[16] A Yes.

[17] Q On the fundraising side?

[18] A Yes.

[19] Q Who did you meet with?

[20] A I don't recall.

[21] Q Is it fairly common that you would meet with --

[22] A No, very rarely.

[23] Q What was the circumstances for these rare visits?

[24] A If they were in Boston, and they came into the [25] office, you know, I'd be introduced or chit-chat with them,

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[1] et cetera, et cetera.

[2] Q Did you ever have any meetings with non-profit [3] clients on the fundraising side that were business oriented, [4] rather than just saying hello?

[5] A No, not that I can recall -- I'm sorry. I did. I [6] did make a call, Alabama Wildlife.

[7] Q Why don't you tell me about that?

[8] A I don't know. I guess Dick had sold the group a [9] fundraising deal.

[10] Q Dick who?

[11] A Katz. And someone stole the cash receipts out of [12] the organization.

[13] Q Someone stole the cash receipts from where?

[14] A I guess they were doing the caging. They were [15] doing some of the caging.

[16] Q Alabama Wildlife was?

[17] A Yeah. I guess, history, you know, the Executive [18] Director left with the money.

[19] Q And what happened?

[20] A I had to go down there and try to make some sort [21] of a commitment to get the money back with Dick.

[22] Q What sort of commitment did you offer them?

[23] A I can't recall.

[24] Q Who did you meet with?

[25] A Some people down at the Alabama Wildlife.

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[1] Q Do you recall their names?

[2] A No, I'm sorry, I don't.

[3] Q Do you recall how many people you met with?

[4] A Two.

[5] Q Where did you meet?

[6] A Some place in Alabama.

[7] Q Was it their offices?

[8] A Yes.

[9] Q How long did you meet with them; do you recall?

[10] A Two hours.

[11] Q From your perspective, or from Vantage's [12] perspective, what was the purpose of the meeting?

[13] A Well, we were out of pocket money that was [14] collected and they had stolen -- someone had stolen from the [15] organization. Does that make sense? They couldn't pay [16] their receivable.

[17] Q They couldn't pay their bill to you --

[18] A Yes.

[19] Q -- because the money --

[20] A Was misappropriated.

[21] Q -- that they were caging from the solicitations [22] was misappropriated?

[23] A Yes.

[24] Q Do you recall how much money they owed you?

[25] A No.

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- [1] Q Do you recall if it was a lot of money?
- [2] A It was a lot of money in the scheme of things, I [3] think, at that time.
- [4] Q More than 50,000?
- [5] A I'd be guessing, Peter. I don't know.
- [6] Q Do you recall anything about your conversations [7] with the representatives of the Alabama Wildlife about how [8] you were going to try to resolve the problem?
- [9] A No.
- [10] Q Do you remember any issues they raised as [11] concerns?
- [12] A I mean, they were in the same - I mean, they were [13] in a terrible jackpot themselves.
- [14] Q Do you recall if you decided you'd do another [15] mailing?
- [16] A I don't recall.
- [17] Q Do you recall if you walked away, from the out of [18] pocket?
- [19] A Yes.
- [20] Q What do you recall?
- [21] A That we weren't made whole. I do recall that. I [22] don't remember the amounts, though, Peter.
- [23] Q Do you recall if you made efforts to try to recoup [24] the money somehow, or whether you just simply said -
- [25] A I can't recall.

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- [1] Q Any other times where you can recall meeting with [2] your non-profit clients on the fundraising side?
- [3] A I met with them. There could have been multi- [4] purposes, but my main thrust was selling travel deals.
- [5] Q I'm sorry. You do remember meeting with -
- [6] A I've met with other clients that have dual [7] purposes at Vantage, but my conversation would be a travel- [8] related conversation.
- [9] Q Do you recall occasions where you worked with [10] Sales people on the fundraising side to help them get [11] business, to help them make a deal with a non-profit, where [12] the non-profit itself might not have been involved in the [13] meeting, but you and the sales person were working together?
- [14] A Could you repeat that again, please?
- [15] Q Sure. Let me come at it this way. I asked you [16] about meetings with the non-profit clients on the [17] fundraising side where you're trying to get business. Now, [18] I'm asking you a follow-up. Do you recall just meeting with [19] sales people? For example, a sales person comes to you and [20] says, 'I'm trying to make this deal with X non-profit,' and [21] talking with the sales person about how to try to get the [22] deal done?
- [23] A I assume I have.
- [24] Q Why do you assume you have?
- [25] A Because I know some of the sales people would come

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- [1] to me and ask me.
- [2] Q What would the sales people ask you when they came [3] to you?
- [4] A They'd ask me, 'how do I get this deal?'
- [5] Q Do you recall that happening?
- [6] A There were a few times.
- [7] Q Who do you recall asking you that question?
- [8] A Larry, Larry Lyon.
- [9] Q Anyone else?
- [10] A Not to my knowledge.
- [11] Q What do you recall Larry asking you?
- [12] A How would he get this deal.
- [13] Q Do you recall what deal that was?
- [14] A No.
- [15] Q Do you recall specifically what he was asking you, [16] what the problem was or what the impediment was?
- [17] A No.
- [18] Q Do you recall what you told him?
- [19] A No.
- [20] Q Do you recall that happening on more than one [21] occasion?
- [22] A Yes.
- [23] Q How many times, would you say?
- [24] A I wouldn't -
- [25] Q Many times? More than 10?

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- [1] A I would say more than 10.
- [2] Q Would you help Larry Lyon or try to help him?
- [3] A Yes.
- [4] Q And that never involved a phone call to the non- [5] profit client?
- [6] A No.
- [7] Q How were you able to help Larry Lyon?
- [8] A Well, we have a big advantage that we try to take [9] care of it, and we put people on fan trips.
- [10] Q What is that?
- [11] A Give them a free trip.
- [12] Q Tell me how that works?
- [13] A That's a tool that we would have in the travel [14] business where a hotel or an airline will give us free [15] seats. And then, we put group leaders on there, and we sell [16] them.
- [17] Q And you would do this if Larry Lyon came to you [18] with a problem about a fundraising program?
- [19] A Yes.
- [20] Q I'm not getting it. What would you - Can you [21] give me an example of how that would work, how that would [22] help him?
- [23] A Well, giving someone a free travel program [24] probably has a value of anywhere from three to five thousand [25] dollars a person.

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- [1] Q And that would be incentive for them to do a [2] fundraising program?
- [3] A Yes, or both.
- [4] Q Both a travel program and a fundraising program?
- [5] A Yes.
- [6] Q What sorts of trips would you offer?
- [7] A Cruise packages, a trip to London, South Pacific.
- [8] Q How many people would it typically be for?
- [9] A Ten to twenty.
- [10] Q So I'm clear, is this what you would offer in the [11] fundraising program to get the business?
- [12] A Yes.
- [13] Q Ten to twenty. So they could give it to their [14] members; is that the point?
- [15] A No.
- [16] Q You tell me how it works?
- [17] A Group leaders only.
- [18] Q So 10 to 20 of the group leaders of the non-profit [19] could go on this free trip?
- [20] A Yes, sir.
- [21] Q What do you mean by "group leader"?
- [22] A The president of an association.
- [23] Q You mean like the administration, the people who [24] run the non-profit?
- [25] A Yes.

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- [1] Q These were typically programs that you were [2] running on the travel side and you had extra seats? Is that [3] how it would work?
- [4] A No. Go to the airline or the cruise line, and [5] they would give us X amount of free seats because of the [6] business we gave them. Then we'd take those free seats, and [7] we'd invite those organizations to take those seats.
- [8] Q And what about the rest of the costs associated [9] with the trip?
- [10] A Everything would be paid for, even by the airline, [11] or the hotel would comp the rooms, give them to us for free.
- [12] Q Would Vantage put any costs in if there was —
- [13] A Sure.
- [14] Q Like what?
- [15] A You know, some meals and tours.
- [16] Q Would the trips be all expenses paid?
- [17] A Ninety-five percent.
- [18] Q And it's either airlines, free tickets, free [19] hotels, and then, free expenses towards, that sort of thing?
- [20] A Are you talking dollars — hard dollars or soft [21] dollars, Peter?
- [22] Q What do you mean by the difference?
- [23] A It's all soft dollars. We didn't give anybody any [24] hard dollars here, if that's what you're referring to. [25] That's not where I'm going here.

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- [1] Q No, I'm not — I'm trying to figure out what it [2] was.
- [3] A Okay. Free hotel, free air. Usually the ground [4] people would pay for that because they did our business. [5] We'd have to pay incidental charges, which might be [6] admission to a museum or admission to the opera house in [7] Sydney that you don't get comped.
- [8] Q So you might give them a packet of tickets or [9] something?
- [10] A Yes, which would include some tours.
- [11] Q And meals?
- [12] A Usually, the hotels would pick up some of the [13] meals, and then, most of the dinners, they were on their [14] own, or we took them out to dinner a few nights during the [15] course of the trip.
- [16] Q Would you often go with them on the trip?
- [17] A Me personally?
- [18] Q Well, I'll ask you personally?
- [19] A No.
- [20] Q Would somebody, typically?
- [21] A Yes.
- [22] Q A sales person?
- [23] A Yes.
- [24] Q Whoever had the account or —
- [25] A Yes.

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- [1] Q — wanted the account?
- [2] A Yes.
- [3] Q Who made decisions about, you know, what groups [4] would get one of these trips? Who made the ultimate [5] decision?
- [6] A It would either be myself, the sales manager or [7] the division head.
- [8] Q So you didn't have to, you know, okay if? If a [9] division manager wanted to take a bunch of people out on a [10] trip, they could do it on their own?
- [11] A Sure.
- [12] Q Were you oftentimes involved in these trips?
- [13] A Yes, because I was involved in the travel [14] business.
- [15] Q So they'd have to come to you because you were [16] heavily involved in the travel business?
- [17] A And we would be using a lot of those seats for [18] travel-related customers.
- [19] Q Were these trips typically given to customers that [20] you hadn't done business with yet and wanted to do business [21] with, or —
- [22] A Both.
- [23] Q Can you explain why?
- [24] A Well, a client's profitable, and we want to keep [25] the client.

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- [1] Q So it was both a reward and an inducement to —
 [2] A Yes.
 [3] Q Off the top of your head, what are some of the [4] clients that you've taken on these trips?
 [5] A Most of them.
 [6] Q Any in particular that you take often?
 [7] A No.
 [8] Q How often would you take clients on these trips?
 [9] A I'd say 100 trips a year.
 [10] Q You do 100 of these trips a year?
 [11] A Yes.
 [12] Q For 100 different clients?
 [13] A Yes.
 [14] Q A hundred different clients in the fundraising [15] program?
 [16] A It could be a mix and match.
 [17] Q Well, let me ask you this. I'm not asking you [18] about your travel clients. Clients that are in the [19] fundraising program —
 [20] A It seems to me that's a tough distinction because [21] some of them are both.
 [22] Q Some of them overlap?
 [23] A They do both.
 [24] Q Are there some clients that are more profitable [25] because of their work — because of their participation in

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- [1] the travel program than in the fundraising program?
 [2] A Could you repeat that again, please?
 [3] Q Are there some clients that are more profitable [4] for Vantage because of their participation in the travel [5] program, as opposed to their participation —
 [6] A Yes.
 [7] Q — in the fundraising program? You have to let [8] me finish because —
 [9] A I'm sorry.
 [10] Q — the transcript won't reflect things properly. [11] It makes it hard on the Court Reporter.
 [12] The question was, are there some clients that are [13] more profitable because of their participation in the travel [14] program than because of their participation in the [15] fundraising program?
 [16] A Yes.
 [17] Q Generally, speaking is the travel program more [18] profitable than the fundraising program?
 [19] A No.
 [20] Q You say the fundraising program is more profitable [21] than the travel program?
 [22] A Yes.
 [23] Q Do you recall dealing the Imperial Council on the [24] fundraising side?
 [25] A No.

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- [1] Q Do you recall that Vantage had a contractual [2] arrangement with the Imperial Council from the fundraising [3] side?
 [4] A I know we had a lot of contracts.
 [5] Q You know that you had a lot of contracts with [6] them?
 [7] A Yes.
 [8] Q Okay, that's my question. You just don't recall [9] being personally involved?
 [10] A Right.
 [11] Q Do you know Ralph Semb?
 [12] A Yes.
 [13] Q Who was he?
 [14] A He was the past Imperial Potentate.
 [15] Q For?
 [16] A The Shriners. I'm sorry. I'm sorry. I thought [17] you knew that.
 [18] Q Well, I did. But we have to get it on the record. [19] And when I say the Imperial Council, that's the same as the [20] Shriners?
 [21] A Yes, sir.
 [22] Q What's the complete name; do you know what it is?
 [23] A I only know him as the Imperial Potentate.
 [24] Q Well, you know him, Ralph Semb is the Imperial [25] Potentate?

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- [1] A He's the past Imperial Potentate.
 [2] Q I was asking if you knew the entire name of the [3] Imperial Council of Shriners?
 [4] A No, I'm sorry. I don't.
 [5] Q Is that a big client?
 [6] A Yes.
 [7] Q Is that client — How does that client — In terms [8] of, you know, the amount of business, how does it compare [9] with your other clients?
 [10] A What day and age are you asking?
 [11] Q Well, let's put it this way. Throughout the [12] 1990s, is it correct to say that Vantage had contracts with [13] the Imperial Council for Shriners?
 [14] A With travel or fundraising?
 [15] Q Fundraising.
 [16] A Yes, off and on.
 [17] Q With travel, as well?
 [18] A Yes.
 [19] Q Throughout that period, how would you compare the [20] amount of business that Vantage got from the Imperial [21] Council compared to other clients?
 [22] A Good size amount of business.
 [23] Q Would you say that it was one of your bigger [24] clients?
 [25] A Yes.

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- [1] Q Who would you say were your biggest clients during
[2] that period of the 1990s? And I'm asking on the fundraising
[3] side.
[4] A I only know the biggest client, and that wasn't [5] the
biggest client.
[6] Q Who was the biggest client?
[7] A The National Wildlife Association.
[8] Q And when you say the National Wildlife [9] Association,
are there several different organizations that [10] fall under the
National Wildlife Association?
[11] A I don't know.
[12] Q You don't know if it's an umbrella group?
[13] A I'm saying I don't know.
[14] Q Are you able to name - You mentioned the Imperial
[15] Council as one of the bigger clients?
[16] A Yes, sir.
[17] Q Are you able to name some of the other big [18]
clients?
[19] A No, I'm sorry, I'm not. I wouldn't know off the [20] top of
my head.
[21] Q The only two that come to your mind then are the [22]
Wildlife Association and the Imperial Council?
[23] A No. The Moose was a big client that I remember.
[24] Q Any others that come to your mind?
[25] A No.

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- [1] Q Fleet Reserve, was that a big one?
[2] A That's a good client, yeah.
[3] Q Humane Society?
[4] A That's a good client.
[5] Q Did you have - You mentioned Ralph Semb was the
[6] Imperial Potentate?
[7] A Yes.
[8] Q What was his relationship with Vantage?
[9] A Just like the other Imperial Potentates.
[10] Q What I'm trying to get to is, was he the person [11] who
negotiated contracts with Vantage or entered into [12]
contracts with Vantage; do you know?
[13] A I assume so. I'm not - I don't know.
[14] MR. LEVITT: Let me show you a document. This [15] will
be Exhibit 5.
[16] (The referred to document was [17] marked for
identification as [18] Exhibits No. 5.)
[19] BY MR. LEVITT:
[20] Q Do you recognize that letter?
[21] A I recognize it now, yes.
[22] Q This is DOJ 21988, a letter dated October 4, 1993, [23]
to Ralph Semb from Lawrence Lyon and Henry Lewis. Do you
[24] recall that Larry Lyon was the sales person responsible for
[25] the Imperial Council?

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- [1] A Yes.
[2] Q Do you recognize your signature on this letter?
[3] A Yes, I do.
[4] Q Do you remember the circumstances under which this
[5] letter was written?
[6] A No.
[7] Q The letter says that Vantage Group Services, a [8]
division of Vantage Financial Services, agrees that the [9]
Imperial Council will not sustain any financial loss as a [10]
result of a couple of programs that are mentioned here, and
[11] to the extent that it may sustain a financial loss, that [12]
Vantage will indemnify and save the Imperial Council [13]
harmless therefrom.
[14] Do you recall those issues coming up with respect [15] to
the Imperial Council?
[16] A No.
[17] Q Do you recall any conversations with Ralph Semb [18]
about these issues?
[19] A No.
[20] Q Do you recall any conversations with Larry Lyon [21]
about these issues?
[22] A No.
[23] Q Do you recall some request that the Imperial [24]
Council be held harmless from any financial loss?
[25] A I would assume that's what happened.

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- [1] Q I'm not asking you if you assume it. I'm asking [2] you if
you recall that request being made?
[3] A No. No.
[4] Q Do you recall - and this period, this is October [5] 1993
- do you recall any problems with any programs that [6]
Vantage ran for the Imperial Council?
[7] A Could you repeat that? I'm sorry.
[8] Q During this period - and this letter is October [9] 1993 -
do you recall any problems being brought to your [10]
attention about programs that were run for the Imperial [11]
Council?
[12] A No.
[13] Q Do you recall any dissatisfaction on the part of [14] the
Imperial Council with respect to the work being done by [15]
Vantage?
[16] A No.
[17] Q Do you recall other instances where non-profits [18]
asked specifically for a letter or an agreement that they [19]
would have - they would be held harmless for any financial
[20] loss?
[21] A I stated that to you this morning. I knew of [22] another.
[23] Q The side letter that was brought to your attention [24]
by a sales person?
[25] A Yes.

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XMAX(31)

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- [1] Q Were you aware of any other instances?
 [2] A No.
 [3] Q Are you aware that that is a – that that was a [4] concern for non-profit clients?
 [5] A Yes.
 [6] Q How are you aware of that?
 [7] A Well, I told you. The competition has given the [8] people guarantees.
 [9] Q When you say guarantees, what do you mean?
 [10] A Money.
 [11] Q Up front money?
 [12] A Up front money, or against draw, or whatever.
 [13] Q What do you mean, against draw?
 [14] A Against draw.
 [15] Q I'm sorry. I'm not —
 [16] A You guarantee someone \$50,000. Here it is, a [17] check. You buy the business.
 [18] Q So in that case, a guarantee of \$50,000 as an [19] incentive to do the business?
 [20] A Yes.
 [21] Q Were you – And that's what you mean when you [22] refer to it as guarantees?
 [23] A Yes.
 [24] Q Were you aware of any other practices by your [25] competitors designed to help them get business?

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- [1] A No. You don't need any others.
 [2] Q What's that?
 [3] A I don't think you need any others.
 [4] Q What about were you aware of any practices of your [5] competitors, for example, like this, agreeing to holding a [6] client harmless, saying 'do this program with us, and I [7] guarantee you'll have no financial liability if the program [8] is unsuccessful'?
 [9] A Say that again? I'm very sorry.
 [10] Q Were you aware of practices by your competitors in [11] which they would tell clients, potential clients that if [12] they did the program with the competitor, the competitor [13] would guarantee that they'd have no risk, if a program was [14] unsuccessful?
 [15] A Yes.
 [16] Q Tell me about that? What did you hear about that?
 [17] A All of Affinity marketing agreements stated that [18] they had no risk.
 [19] Q And were you aware of Vantage doing that as well?
 [20] A I said yes.
 [21] Q And that was – And why was that?
 [22] A Because either the sales manager or the salesman [23] came and showed me an agreement, or talked to me about an [24] agreement. I'm not sure which one it was.
 [25] Q And that was an agreement that said that the non

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- [1] profit would have no risk; is that correct?
 [2] A Yes.
 [3] MR. LeCLAIR: Peter, you may want to clarify and [4] make sure he said Vantage as opposed to Affinity.
 [5] MR. LEVITT: I'm sorry. I don't understand your [6] point, Brian.
 [7] MR. LeCLAIR: Well, you switched names, and it's [8] not clear to me he heard you.
 [9] Q Let me ask the question again. You said that [10] Affinity's contracts had language such that the non-profit [11] would have no risk?
 [12] A Yes.
 [13] Q Were you aware of Vantage doing the same thing?
 [14] A And I said yes.
 [15] Q I think we've covered this, but I'm going to ask [16] you again. You also talked about the competitors giving up [17] front guarantees?
 [18] A Yes.
 [19] Q Were you aware of Vantage doing that, as well?
 [20] A No. Am I aware of it right now? I'm back to – [21] You'd better restate that.
 [22] Q Yes, I understand your point. Let me ask you [23] this. Are you now aware —
 [24] A Yes.
 [25] Q Let me finish. Are you now aware that Vantage

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- [1] gave financial guarantees of money to non-profit clients in [2] the fundraising business?
 [3] A Yes.
 [4] Q How are you aware of that?
 [5] A Because they told me. People told me.
 [6] Q Who told you?
 [7] A The general manager. The salesman. Whoever.
 [8] Q When did they tell you this?
 [9] A I don't know. I can't recall, Peter.
 [10] Q Do you recall the people who told you this?
 [11] A No.
 [12] Q Do you recall if this was prior to the start of [13] the investigation, the start of this case in '97?
 [14] A Excuse me? Say that again, please?
 [15] Q Do you recall if those conversations were prior to [16] the start of this case in 1997?
 [17] A No.
 [18] Q You don't recall either way?
 [19] A No. I'm not sure when. I don't want – I'm not [20] going to say something I'm not sure of.
 [21] Q Do you recall how you responded?
 [22] A No.
 [23] Q You don't recall what you said to them when they [24] told you this?
 [25] A No. And again, I'm going to make my statement.

Vantage 20698

BSA

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XMAX(32)

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[1] I'm not sure if it was bulk business or non-profit business.
 [2] Q Did you ask?
 [3] A I don't recall.
 [4] Q You don't recall if you ever found out, and you [5] don't recall if you asked about it?
 [6] A No. I'll repeat what I said. I'm not sure if it [7] was bulk business or non-profit business.
 [8] Q Right, in which the guarantees of money were [9] given?
 [10] A Yes.
 [11] Q It was in the fundraising side; is that correct?
 [12] A Yes.
 [13] Q What percentage of your business in the [14] fundraising side is non-profit?
 [15] A Today or - Today?
 [16] Q Well, let's start with today.
 [17] A Fifty percent.
 [18] Q Five years ago?
 [19] A I'd be guessing to answer the question.
 [20] Q Well, estimate?
 [21] A Sixty percent.
 [22] Q You mean 40 percent of your business five years [23] ago was for profit?
 [24] A Or bulk, bulk business. All the Canadian business [25] is bulk business.

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[1] Q Putting aside the Canadian business, what [2] percentage would you say was non-profit five years ago?
 [3] A I'd be guessing to answer that.
 [4] Q You're not able to estimate?
 [5] A No.
 [6] Q What percentage of your business is Canadian on [7] the fundraising side?
 [8] A Today?
 [9] Q No. Five years ago.
 [10] A A good percentage.
 [11] Q More than 50 percent?
 [12] A I'd be guessing to answer the question.
 [13] Q You're not able to estimate more or less than 50 [14] percent?
 [15] A I think less, but it was up there.
 [16] Q When you were told that Vantage was giving [17] financial guarantees, did you endeavor to find out whether [18] that was on the non-profit side or the for-profit side?
 [19] A No.
 [20] Q Did you ask why?
 [21] A Ask why about what?
 [22] Q Did you ask why they were giving these guarantees?
 [23] A No, but I made an assumption.
 [24] Q What was your assumption?
 [25] A That's what the competition was offering.

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[1] Q Did you tell your employees that they shouldn't do [2] this?
 [3] A Yes.
 [4] Q You told them to stop?
 [5] A Stop, yeah.
 [6] Q Why?
 [7] A It wasn't a good business practice.
 [8] Q Why?
 [9] A It's not a good business practice giving people [10] guarantees.
 [11] Q Well, if that's what you need to do to get the [12] business, why isn't it good business?
 [13] A Because when someone goes into a business [14] proposition, it's not a good idea how to get into businesses [15] to give people guarantees.
 [16] Q Well, if your competitors are doing it, and that's [17] the only way to stay competitive, why isn't it good [18] business?
 [19] A Because you're setting a precedent in the [20] marketplace.
 [21] Q What do you mean by that?
 [22] A You're setting a precedent. Everyone will be [23] looking for guarantees. Then one guarantee of five dollars [24] becomes ten dollars, and then, ten dollars becomes fifteen [25] dollars.

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[1] Q How are you going to compete with your competitors [2] who are giving guarantees if you don't?
 [3] A I just didn't think it was a good business [4] practice. I had been in that business before.
 [5] Q I understand that. But my question was, how are [6] you going to compete with your competitors who are, as you [7] say, offering guarantees, if you tell your sales people they [8] can't offer guarantees?
 [9] A Put them on free trips was my answer.
 [10] Q Who was - Who had to approve the giving of a [11] guarantee at Vantage?
 [12] A The department head.
 [13] Q The head of, in this case, the fundraising [14] division?
 [15] A Yes.
 [16] Q That's who was supposed to approve it?
 [17] A Yes.
 [18] Q What about Harry Melikian?
 [19] A Meaning?
 [20] Q Did he have to approve it, if it's a change to the [21] contract?
 [22] A I don't know if he would have to or not.
 [23] Q Well, is there any sort of procedure in place?
 [24] A Not really.
 [25] Q Sales division head could do whatever they wanted?

Vantage 20699

BSA

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[1] A I don't think there would have been that many. [2] You know, we're not talking about a procedure that everyone [3] used. Again, I don't have the figures and the facts, but [4] it's going to be very few and far between before there would [5] be any guarantees.

[6] Q Well, how do you know that?

[7] A That's what I know.

[8] Q So if you were not one of the approving officials, [9] how would you know?

[10] A Because the practice was shunned on. That's why.

[11] Q Who shunned on it?

[12] A Everybody.

[13] Q Who?

[14] A Sales manager, the division head, myself.

[15] MR. LEVITT: Let me show you a document, Exhibit [16] 6. It's DOJ 21955. It's a letter from Larry Lyon to Ralph [17] Semb, dated October 11, 1995.

[18] (The referred to document was [19] marked for identification as [20] Exhibits No. 6.)

[21] THE WITNESS: Do you want me to take this one, [22] Peter?

[23] MR. LEVITT: Yes, please.

[24] THE WITNESS: This one goes over here?

[25] MR. LEVITT: You can put that one right on top

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[1] there.

[2] Q Take a look at that document?

[3] A Okay.

[4] Q Have you seen this document before?

[5] A No.

[6] Q It states that, "Vantage will guarantee \$100,000 [7] up front on the execution of our agreement to the Imperial [8] Council Membership Committee." Were you aware of that [9] guarantee?

[10] A No.

[11] Q It also states, "We're certain that it will be [12] profitable for us and the Imperial, and we assume this by [13] offering to give 100,000 up front upon acceptance of this [14] agreement." Were you aware of any discussions concerning [15] this issue?

[16] A No.

[17] Q Do you know whether this \$100,000 guarantee was [18] paid?

[19] A No.

[20] Q Is this the first you've ever heard of this [21] \$100,000 guarantee?

[22] A Yes.

[23] Q Who was the division manager in October 1995?

[24] A I wouldn't know exactly. I wouldn't know.

[25] Q Were you aware of any other guarantees that were

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[1] as much as \$100,000?

[2] A No.

[3] Q Were you aware of a \$25,000 guarantee to General [4] Federation of Women's Club?

[5] A I don't recall.

[6] Q Were you aware of a \$15,000 guarantee to the Order [7] of Sons of Italy in America?

[8] A No.

[9] Q Were you aware of a \$20,000 guarantee to Wildlife [10] Forever?

[11] A No.

[12] MR. LEVITT: We'll go off the record for a minute.

[13] (Off the Record.)

[14] MR. LEVITT: I'm going to show you a document, and [15] mark it as Exhibit 7.

[16] (The referred to document was [17] marked for identification as [18] Exhibits No. 7.)

[19] BY MR. LEVITT:

[20] Q I ask you to take a look at that document and see [21] if you recognize it?

[22] A No.

[23] Q Were you aware that at some point in the last [24] couple of years, Vantage made changes to its standard [25] program agreement?

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[1] A Am I supposed to look at something here?

[2] Q You can look at it or not. I'll repeat my [3] question?

[4] MR. BELL: Peter, just for the benefit of us, read [5] what —

[6] MR. LEVITT: Sure. The Bates on it is VAN 00972, [7] and it is titled "Agreement to Provide Fundraising [8] Consulting and Management Services." It's an agreement [9] between Vantage and the National Council of Senior Citizens.

[10] Q Are you aware that the National Council of Senior [11] Citizens is a client of Vantage?

[12] A No.

[13] Q Are you aware that they've ever been a client of [14] Vantage?

[15] A Yes.

[16] Q What's your understanding as to the status of [17] National Council of Senior Citizens?

[18] A We used to do some travel insert cards for them.

[19] Q Do you know if they were ever — if you ever did [20] any fundraising business for them?

[21] A No.

[22] Q You don't know either way?

[23] A No, I don't.

[24] Q Were you aware that, at some point in the last [25] couple of years, Vantage changed its standard program

Vantage 20700

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- [1] agreement on the fundraising side?
 [2] A Since 1996-1997?
 [3] Q Yes.
 [4] A Yes.
 [5] Q What's your understanding of that?
 [6] A It's what I said this morning. I assume we [7] changed how we put agreements together.
 [8] Q Based on this lawsuit?
 [9] A Yes, sir.
 [10] Q Are you aware that this contract, Exhibit 7, is a [11] new form of program agreement at Vantage?
 [12] A No. I'm not saying it is or it isn't. That's [13] what I'm trying to say to you.
 [14] Q I understand. Do you - Who at Vantage on the [15] fundraising side in 1999 would be responsible for making [16] changes to a program agreement?
 [17] A The general manager and, I assume George Miller, [18] who is an attorney.
 [19] Q Who was the general manager at that time?
 [20] A I assume, Peter Demakis.
 [21] Q Is he still employed with Vantage?
 [22] A Yes.
 [23] Q Is he still the manager of Vantage Financial [24] Services?
 [25] A No, sir.

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- [1] Q What is his position?
 [2] A He's on his way out. He's on his leave.
 [3] Q He's on leave?
 [4] A He's leaving the company. He's in transition [5] right now.
 [6] Q What was his position up until he went on - into [7] transition?
 [8] A He was in the charge of the area.
 [9] Q Excuse me?
 [10] A He's in charge of the area.
 [11] Q Which area?
 [12] A Fundraising area. Am I saying that properly?
 [13] Q Were you present for any discussions about - in [14] the last couple of years about making changes to the [15] contracts for fundraising programs, aside from conversation [16] involving counsel?
 [17] A No.
 [18] Q We get nervous when questions like that are asked.
 [19] Let me ask you again. Aside from conversations with [20] counsel, were you present for any conversations in the last [21] couple of years concerning the subject of making changes to [22] Vantage's contracts for its fundraising programs?
 [23] A No.
 [24] Q Did you ask anyone to make changes to it?
 [25] A Six or seven years ago, yeah.

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- [1] Q Six or seven years ago?
 [2] A 1996, 1995.
 [3] Q As a result of this lawsuit, you asked someone to [4] make changes?
 [5] A Yes.
 [6] Q Who did you ask to make the changes?
 [7] A I told you this morning, legal counsel.
 [8] Q Who else?
 [9] A Whoever the general manager was, and Harry [10] Melikian.
 [11] Q This morning you said that you -
 [12] A Am I reading this still?
 [13] Q No. You can put it here. This morning you said [14] that you got a two million dollar bonus this year?
 [15] A Yes.
 [16] Q And I asked you about profits from Vantage. And I [17] thought that you had said that it was - that Vantage's [18] profits this year were two million dollars. Was I mistaken [19] about that?
 [20] A You said the fundraising.
 [21] Q Just the fundraising was two million dollars?
 [22] A Yes, sir.
 [23] Q What about Vantage Travel?
 [24] A It was about three and a half million.
 [25] Q I think you testified earlier that the

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- [1] financial - the fundraising was more profitable than the [2] travel. Has that changed this year?
 [3] A No, I didn't say that.
 [4] Q Maybe I misunderstood. Is the travel program more [5] profitable than the fundraising program?
 [6] A Yes. No, no. I want to be clear. You asked me [7] if I had a group leader on a trip, which one would be more [8] profitable. Isn't that what you asked me? You got the [9] notes here better than me. That's what you asked me.
 [10] Q Your recollection is that I asked you, if you had [11] a group leader on a -
 [12] A Well, that's what we were talking about, free [13] trips to organizations, which one would be more profitable. [14] And then, you asked me, and I said to you most of the time, [15] it would be a fundraising group leader.
 [16] Q And why is that?
 [17] A Because usually, the size of the organization.
 [18] Q Why?
 [19] A Production of mailing.
 [20] Q I'm not following this. You're saying that the [21] group leader - the fundraising program would be more [22] profitable or not?
 [23] A Yes, I said. I didn't say all the time either. I [24] said most of the time.
 [25] Q Is the answer that an individual fundraising

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XMAX(35)

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[1] program would be more profitable than an individual travel
 [2] program?
 [3] A No.
 [4] Q Is there any way you can explain this to me? I'm [5]
 have difficulty understanding the distinction you're making.
 [6] A Sometimes size doesn't have anything to do with [7]
 response rates in the travel business. It could be a very [8]
 small group that has great response rates. Does that make [9]
 sense what I just said?
 [10] Q Um-hmm.
 [11] A And based on the size of the organization and the [12]
 cost of the program, profits could be - You could mail out [13]
 an individual Shrine or a travel program, you could have 100
 [14] people show up for the trip, but the organization is only [15]
 5,000 members. You couldn't make a lot of money in the [16]
 fundraising business doing that. Does that answer your [17]
 question?
 [18] Q Um-hmm. But generally speaking, the travel [19]
 program is more profitable than the fundraising program?
 [20] A No.
 [21] Q The other way around?
 [22] A Yes, sir.
 [23] Q Right, okay.
 [24] A But it's not a rule of thumb. I want to be clear [25] here.
 I'm not trying to throw you a curve ball, but it's

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[1] not a yes or a no answer. It all depends on the type of [2]
 organization.
 [3] Q I'm talking about generally, not a particular [4]
 organization. This year, at least, the fundraising program [5] is
 more - the fundraising division was more profitable than [6] the
 travel division?
 [7] A No.
 [8] Q No?
 [9] A No, I didn't say that. You said on an [10] organization
 level.
 [11] Q Yeah.
 [12] A My travel business, I'm not all predominantly in [13] the
 organization business anymore. I have a direct mail [14] file
 internally that there's no organization involved with. [15] So 75
 percent of my business comes from my non-organization [16]
 business. Am I saying that properly now?
 [17] Q Let me ask you this. In 1995, that general time [18]
 period, which division was more profitable?
 [19] A The travel division.
 [20] Q Is that usually the case?
 [21] A Yes.
 [22] Q Is it usually substantially more profitable?
 [23] A Yes.
 [24] Q You mentioned two million profits in fundraising?
 [25] A That was last year, I said.

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[1] Q And travel?
 [2] A Three and a half.
 [3] Q Is that pretty typical?
 [4] A Yes. If anything, it's less.
 [5] Q Typical for both, two million for fundraising --
 [6] A Again, what time period? Tell me your time period [7]
 and I'll try to give you a guesstimate.
 [8] Q Okay. Let's go to 1995, fundraising?
 [9] A I'll be honest with you. I don't even know if we [10] were
 making profits.
 [11] Q '98?
 [12] A Three to one.
 [13] Q Three to one, travel to --
 [14] A Yes.
 [15] Q An estimate of the numbers?
 [16] A I can't tell you off the top of my head.
 [17] Q Similar to what --
 [18] A No, no, no, not that. No, no. No, not even [19] close.
 [20] Q Last year was a good year?
 [21] A Yes.
 [22] Q And the year before that?
 [23] A No, very little profits in the fundraising [24] business. It
 was all tied up in another transaction.
 [25] Q What transaction?

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[1] A We have a customer that didn't pay us.
 [2] Q Who was that?
 [3] A The Canadian Wildlife Association.
 [4] Q How much didn't they pay you?
 [5] A A million dollars.
 [6] Q That was a bulk program?
 [7] A Excuse me?
 [8] Q That was a bulk program?
 [9] A Yes, sir.
 [10] MR. LEVITT: I'd like to take a five-minute break. [11] I don't
 have much left at all.
 [12] (Off the Record from 3:02 p.m. to 3:07 p.m.)
 [13] MR. LEVITT: I don't have anything further.
 [14] MS. MINTZ: I just have a quick one.
 [15] CROSS-EXAMINATION
 [16] BY MS. MINTZ:
 [17] Q Mr. Lewis --
 [18] A May I just ask who you are?
 [19] Q Sure. Michelle Mintz. I represent Moose.
 [20] A Oh, okay.
 [21] Q Did you ever have any conversations with anyone at
 [22] Moose regarding programs that Vantage was doing for
 them?
 [23] A No.
 [24] Q Did you ever have any conversations with anyone at
 [25] Vantage regarding any programs that you were doing for

Vantage 20702

BSA

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- [1] Moose?
 [2] A No.
 [3] MS. MINTZ: That's all I have.
 [4] MR. VALLE: I just have a question. Joseph Valle [5] on behalf of Wildlife Forever, a third-party defendant. [6] Nice to meet you, Mr. Lewis.
 [7] THE WITNESS: Hi. Call me Hank.
 [8] CROSS-EXAMINATION
 [9] BY MR. VALLE:
 [10] Q Do you know anybody at Wildlife Forever by name?
 [11] A No.
 [12] Q Have you ever had any dealings with anybody at [13] Wildlife Forever?
 [14] A No.
 [15] Q Are you aware of any contractual arrangements that [16] your company did with Wildlife Forever?
 [17] A No.
 [18] MR. VALLE: I have no further questions.
 [19] MR. BELL: I have a few follow-ups in the same [20] line of questioning.
 [21] THE WITNESS: May I ask who you are?
 [22] MR. BELL: I'm with three non-profits. We'll do [23] the first one, General Federation of Women's Club.
 [24] CROSS-EXAMINATION
 [25] BY MR. BELL:

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- [1] Q Have you ever had any conversations with anybody [2] at General Federation of Women's Club regarding any [3] programs?
 [4] A No.
 [5] Q Did you have any conversations with anyone at [6] Vantage regarding programs with General Federation?
 [7] A Yes.
 [8] Q Can you tell me about them?
 [9] A I think we sponsored a China program in General [10] Federation of Women's Club. In the mid-'90s, we sold them [11] some travel.
 [12] Q Was that on the fundraising side or the travel [13] side?
 [14] A No, travel side.
 [15] Q With respect to the fundraising side —
 [16] A No.
 [17] Q Just let me finish the question. I know you might [18] know where I'm going, but with respect to the fundraising [19] side, did you have any conversations with anyone at Vantage [20] regarding the fundraising program in general for Federation [21] of Women's Club?
 [22] A No.
 [23] Q And with respect to Catholic Daughters of America, [24] did you have any conversations with anyone at Catholic [25] Daughters of America with respect to fundraising programs?

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- [1] A No.
 [2] Q Did you have any conversations with anyone at [3] Vantage regarding any fundraising program with Catholic [4] Daughters of America?
 [5] A No.
 [6] Q And with respect to American Legion Department of [7] Tennessee, have you ever had any conversations with anyone [8] from American Legion Department of Tennessee regarding [9] program agreements?
 [10] A No.
 [11] Q Did you have any conversations with anyone at [12] Vantage regarding any program agreements with American [13] Legion Department of Tennessee?
 [14] A No.
 [15] MR. BELL: That's all I have.
 [16] MS. MINTZ: Can I ask one more? I'm sorry.
 [17] FURTHER CROSS-EXAMINATION
 [18] BY MS. MINTZ:
 [19] Q Did you testify before that you knew that Moose [20] was one of Vantage's biggest clients?
 [21] A Yes.
 [22] Q How did you know that if you didn't have any [23] conversations with anyone?
 [24] A Because of the group.
 [25] MS. MINTZ: That's all.

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- [1] MR. LEVITT: Good. Thank you.
 [2] THE WITNESS: Thank you.
 [3] (Whereupon, at 3:15 p.m., the deposition was [4] completed.)

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[1] CERTIFICATE [2] COMMONWEALTH OF MASSACHUSETTS)

) SS. [3] COUNTY OF SUFFOLK)

[4] I, Marilyn Franklin, a Court Reporter and Notary [5] Public, within and for the Commonwealth of Massachusetts, do [6] hereby certify that there came before me on this 16th the [7] day of October, 2001, the person hereinbefore named, who was [8] by me duly sworn to tell the truth, the whole truth, and [9] nothing but the truth, concerning and touching the matter in [10] controversy in this cause; that he was thereupon examined [11] upon his oath, and his examination reduced to typewriting, [12] under my direction, and that this deposition transcript is a [13] true and accurate record of the testimony given by the [14] witness.

[15] I further certify that I am not related to any of [16] the parties hereto or their counsel, and that I am in no way [17] interested in the outcome of said cause.

[18] Dated at Boston, Massachusetts, this 16th day of [19] October, 2001.

[21]

Marilyn Franklin

[22] NOTARY PUBLIC

My Commission Expires:

[23] October 3, 2004

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[1] SIGNATURE OF WITNESS:

[2] I have read the foregoing transcript and the same [3] contains a true and accurate recording of my answers to the [4] questions therein set forth, subject to the change and/or [5] correction sheet(s) attached.

[8]

[9] Deponent

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[1] CORRECTION SHEET

[2] DEPOSITION OF HENRY LEWIS [3] PAGE NO. LINE NO. SUGGESTED CORRECTION

Vantage 20704

Look-See Concordance Report

UNIQUE WORDS: 1,442
TOTAL OCCURRENCES: 6,576
NOISE WORDS: 385
TOTAL WORDS IN FILE: 23,444

SINGLE FILE CONCORDANCE

CASE SENSITIVE

NOISE WORD LIST(S): NOISE.NOI

INCLUDES ALL TEXT OCCURRENCES

IGNORES PURE NUMBERS

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MAXIMUM TRACKED OCCURRENCE
THRESHOLD: 200

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